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The Solicitors' Journal.

LONDON, NOVEMBER 19, 1870.

THE RESULT OF THE WAR IN FRANCE has rendered necessary many Government measures of a very extreme kind, and amongst them is a late decree respecting bills of exchange, which may affect foreign as well as French holders, acceptors, and other parties to bills. In the departments of France which are invaded the dates of payment for bills of exchange are prolonged until a month after the cessation of the war or the abandonment by the enemy of the territory occupied. In all the other departments Article 1244 of the Code Civil may be applied by the Tribunals of Commerce when the debtor is before the Court and demands delay. This Article allows the Court to grant to a debtor a moderate delay on the judgment of a debt which has become due where the circumstances of the case render a delay reasonable. Bills, whatever the date of their creation, due the 15th of August, are not to be payable until ninety days after they fell due. There are also special provisions, altering the law hitherto in existence, respecting the protest and other proceedings on dishonoured bills.

These exceptional laws may give rise, in England and other countries, to difficult questions respecting the liabilities of drawers and endorsers not in France for the non-payment of bills under these laws. Should any such points arise and be decided here, they will give a further development to the rules respecting the application of the *lex loci contractus* and *lex loci solutionis*, a branch of law which is becoming every day of increasing importance.

THE LORD CHIEF BARON has recently expressed himself in terms of strong disapprobation of a practice which a leading member of the bar at the same time declared to be "growing." We refer to the absence of solicitors at the time of the hearing of rules in which they are interested. The absence of documents necessary for the elucidation of the point before the Court sometimes thus caused, and the want of information which the client might be able to supply to counsel, are felt to be such serious obstacles to the rapid despatch of business that the Lord Chief Baron declared that, if it could be done without prejudice to the opposite party, he would, on the next occasion that a client was absent whose presence was necessary in Court, postpone the hearing of a case, even if he did not strike it out of the list altogether.

We are perfectly aware that it must often be impossible for the head of a firm to be present on the hearing of one of his rules, but an effort might be made to send down a clerk, provided with all the papers which may possibly be required. When we point out the inconvenience which would arise if the Chief Baron carry his threat into execution, not only to the clients interested, but to others whose cases would thus unexpectedly be hurried on, we feel sure that the warning will not be disregarded.

While on the subject of practice we should like to draw the attention of the profession to the rule acted on, we believe, in all the courts, though not very generally known, of not hearing counsel make any motion with regard to proceedings before a judge at chambers or a master, without having before them on affidavit the whole of such proceedings, unless the counsel himself attended the summons at chambers. Thus counsel who recently moved in the Court of Exchequer to rescind an order of a judge at chambers, made in an interpleader issue, was refused a hearing, and had to postpone his motion until he had provided himself with affidavits.

SOME MISAPPREHENSION MAY BE CAUSED by the case of *Buchmaster v. The Great Eastern Railway Company*, reported in the *Times* on Friday last week. It was an action by a season ticket holder against the company for breach of their contract to carry him by any of their trains between Framlingham and London. The plaintiff came to the station in time for an early train advertised to start for London, as he desired to be in London in time for the corn market. The train did not start, owing to the negligence of the fireman in neglecting to get up steam in time. The plaintiff then ordered a special train, for which he paid £39 14s.; but, nevertheless, he did not arrive in time for the market. The plaintiff claimed, in the action, the £39 14s., and £10 for loss of market. Martin, B., ruled that he was entitled to recover the £39 14s., and also for loss of market, and the jury returned a verdict for £49 14s.

This verdict is likely to give rise to some erroneous impressions regarding the measure of damages to which a person in the position of the plaintiff is entitled. The case is not very fully reported in the *Times*, and so we do not know whether there were any special facts which entitled the plaintiff to take a special train and recover its price from the company. The ruling of the learned judge may have been perfectly correct in this case, but it is clear that, in the absence of special circumstances, the plaintiff could not have charged the company with the price of the special train. The plaintiff lost the market, for which he claimed only £10, and it seems that if he had waited for the next train his loss would have been no greater. It is obvious that it was not reasonable (always assuming the absence of special circumstances) to spend £39 14s. in the attempt to save the loss of £10. The plaintiff had no right to inflame the damages thus against the company. The absurdity of supposing that as a general rule the price of a special train could be recovered as damages is seen, if we take as an illustration the case of a passenger with a ticket from London to Scotland, where he intends to spend a month in shooting. If the train were not to start, in consequence of the company's negligence, it could not even be argued that the ticket holder would be justified in charging the company with the price of a special train. The general rule is clear that such damages would under ordinary circumstances not be recoverable.

It should also be noticed that although the plaintiff was entitled to recover something as general damages for loss of market, it does not follow that he could have recovered any large sum, on the ground of the loss of any specific sales or purchase. These damages would be too remote.

The company endeavoured to shelter themselves under one of their rules to which the plaintiff's ticket was subject; viz., that "the company would not hold themselves responsible for delay, or any consequences arising therefrom, owing to accidents or other causes." If "other causes" had been construed in the sense of "any other cause whatever" the condition would have afforded a good defence. The ticket was a matter of contract, and whether reasonable or not the ticket holder was bound by its terms. Martin, B., however, applied the well-known rule, *noscitur a sociis*, and held that "other causes" referred to causes like accidents, and therefore did not apply to delay arising from negligence.

There seems hardly to have been a question about the negligence. A clear case of negligence was proved, and as the conditions of the season ticket did not relieve the company from liability for their own negligence they were liable to pay damages. The only question of law was as to the measure of those damages, and we notice the case in order to guard against errors to which the somewhat vague report in the *Times* might well give rise.

ATTENTION HAS RECENTLY BEEN CALLED, by the report of a case heard before Mr. Justice Willes at chambers,* to the jurisdiction of the Court of Common Pleas at Lancaster. The increasing business of that Court, and the large number of actions likely to be brought in it, render the question of the extent of its jurisdiction one of no small importance. Until the recent Act (32 & 33 Vict. c. 37) the only office of the court being at Preston, the number of actions commenced in it was very limited, and its sphere of operations did not extend, practically speaking, beyond causes arising in the northern part of the county of Lancaster. The late Act, however, has materially altered this state of things. Now that there are offices of the court both at Manchester and Liverpool, and that writs can be obtained and all interlocutory proceedings conducted at those places, it is obvious that the attorneys residing there have a strong inducement to commence their actions in the local court. To look no further, they thus secure for themselves considerable sums, which would otherwise find their way into the pockets of their London agents. It is not surprising, therefore, that efforts should have been made by some of the attorneys practising in the county to stretch the jurisdiction of the court to the utmost, so as, if possible, to have all actions, of which they have the conduct, carried on in that court, without any special regard to the convenience of the other litigant party. Without entering at present into the expediency of localising the administration of justice, to which, on grounds of public policy, grave objections have been advanced, it is clear that if the Court in Lancashire has jurisdiction, as has been contended, in cases where the defendant does not reside, and where the cause of action does not arise within the limits of that county, serious hardship and inconvenience will in many cases be experienced. Any action in the Common Pleas of Lancaster must be tried within that county, and a defendant sued in that court is therefore deprived of the power of invoking the assistance of a judge or Court to remove the case for any reason however cogent to where it could more conveniently or properly be tried. The defendant and all the witnesses in the case might reside in a distant county, and the cause of action might have arisen there, but they would be compelled to try in Lancashire, though every judge should be of opinion that some other county was the fitter place of trial. At present, too, all the country attorneys have their regular London agents, through whom they transact the proceedings required in the preliminary and final steps of a cause. But take the case of a defendant residing in Devonshire and sued in the Lancashire Court, he or his attorney would be under the necessity of appointing an agent *pro hac vice* in Lancashire to conduct the interlocutory proceedings there, and if the case turned on a point of law, of availing himself, in addition, of the services of an agent in London. The evils of this are manifest. The objections we have pointed out to the extended jurisdiction claimed lie on the very surface, but by no means exhaust what may be said against such an extension of the powers of the Court.

In the recent case to which we have referred, a plaintiff residing at Dublin caused a writ issued out of the Common Pleas at Lancaster to be served on a defendant residing in Derbyshire, for the sum of £29 7s. 6d., on

which execution was issued. The money was paid under protest, and an application made to set aside the proceedings on the ground that the Court had no jurisdiction. Mr. Justice Willes granted the application, expressing his decided opinion that there was no jurisdiction given by the Legislature to proceed for a debt contracted beyond the jurisdiction by parties who lived also beyond the jurisdiction. For the reasons we have pointed out it is satisfactory to find that the learned judge came to this conclusion, about the correctness of which there can be little doubt. The learned judge, indeed, threw out a suggestion that where the cause of action arises within the jurisdiction, a defendant residing out of the jurisdiction may be sued. This would of course leave existing some of the evils to which we have called attention, but it would considerably limit their extent. And when the point comes to be considered, we are by no means sure that it may not be found that the recent Act has amended the procedure of the Court only, and has not extended its ancient jurisdiction.

THE "ALABAMA" CLAIMS seem likely to enter upon a new phase in consequence of a growing desire on the part of individual shipowners to obtain compensation without any further delay. Of course the owners of vessels destroyed by the *Alabama* cannot maintain any direct claim against the British Government. They can only act through their own Government. Suggestions have been thrown out in recent discussions that some procedure should be created for the particular case, by which individuals might be allowed to urge their claims against Great Britain. Such a scheme, however, seems to be impracticable. Before any question can arise as to the actual payment of one farthing there must be an agreement on several points which apply to every claim, as for instance, whether this country is liable for the acts of the destroying ship, the method in which the damages are to be computed, the mode of their proof, &c. &c. These questions can only be settled by the action of the two Governments, and when the two first points are settled it is probable that the payment of the compensation, if any is to be paid, will not long be delayed. It would be well, however, if all Americans who really wish for a settlement of these claims would reflect a little upon the real cause of the delay which has occurred. It is not too much to say that this delay has been wholly caused by the absurd exaggeration of the claims themselves. So long as compensation is demanded on the principles laid down by Mr. Sumner in his famous speech on the subject, so long will the settlement be delayed. Such claims could not be assented to by any country except at the close of a disastrous war.

The points at issue are not nearly so difficult as they are often represented to be. First, it has to be settled whether this country is liable for damage done by any, and if any, by what ships. The current misstatements respecting the number of the Confederate cruisers for whose acts this country can possibly be liable must be abandoned, and the circumstances respecting the departure of the *Alabama*, *Shenandoah*, *Florida*, and *Georgia*, the only vessels built or purchased in British ports which became Confederate cruisers, must be carefully examined. Assuming that compensation has to be paid for the acts of one or more of these ships, then arises the question, what is the scale by which such damage is to be measured? Of course no one would wish to apply to international law the strict technical rules of municipal law, but there is an analogy, and some reasonable limit must be put to the claims for damage. It is ridiculous to set up as damage from the acts of one or two, or at most four small, weak, and badly equipped cruisers, the commercial depression of which Americans are now complaining. Such damage is too remote, not in the technical meaning of the phrase, but as a matter of common sense. To admit a liability for damages such as these would be to admit a liability for all time, as the acts of the *Alabama*, like all other acts, must operate for ever in the chain of

* *Watkins v. Hilton*, before Willes, J., in chambers, on Nov. 4.

causation. It would seem reasonable that the damage should be limited to the value of the ships and cargo destroyed, and perhaps some interest on that amount. Interest during the whole time the money remains unpaid could hardly be claimed without showing that the delay in payment is caused by this country. The ridiculous idea of making a claim on account of the proclamation of neutrality seems likely to be abandoned, and if the two points which we have noticed received a little more consideration than is usually accorded to them, it would tend much to remove the existing difficulties. The mere statement of their case by the claimants, in a legal form without any rhetorical embellishments would greatly simplify matters, and if the question should now be taken up by individuals for their own interest, instead of by politicians, there is some chance that it will assume a shape better fitted for effectual discussion and more free from the vague generalities by which it has hitherto been obscured.

THE RIGHT OF AN ARCHITECT to retain, as against his employer, the plans he prepares for a building was a good deal discussed not long ago in connection with the Houses of Parliament. A similar question has since come before the Court of Exchequer, in *Eddy v. McGowan*, on Wednesday last. The material facts were that the defendant employed the plaintiff to prepare plans, specifications, and tenders for a house. If the house was not commenced, but the plans only were prepared, the plaintiff was to have two-and-a-half per cent. on the estimated cost. The plans were prepared, and the defendant then stopped the work, and nothing further was done. The plaintiff claimed payment for the plans, but refused to give them up to the defendant, who on his part refused to pay the plaintiff unless he got the plans. The plaintiff at the trial set up a usage for architects to retain their plans. There was a conflict of evidence on the point, but the jury found in favour of the usage. The question before the Court was whether the plaintiff was entitled to charge for the making of the plans and also to keep them.

The decision, as might have been expected, was that the defendant was not entitled to the plans. As there was no express contract on the subject, the Court held that it must be assumed that the person who paid for the preparation of the plans must be entitled to them. The alleged usage was also held not to deprive the defendant of his right to the plans, on the ground of its unreasonableness, Baron Bramwell saying that the usage was suicidal, as its own absurdity destroyed it.

It seems that, even if this usage were not in itself absurd, it would not affect persons in fact unacquainted with it. Usage forms part of a contract only on the ground that the parties knew or ought to have known of its existence. This doctrine cannot apply to such a usage as that set up by the plaintiff. Of course, the defendant might have been bound to pay for the plans, although he was not to receive them, if he had contracted so to do—or, which might be the same, if he had in fact known of the alleged usage, and had dealt with the plaintiff upon that basis. Under the circumstances, however, the defendant was entitled to the plans, as the Court so construed the contract.

A PARAGRAPH, which has been going the round of the papers, announcing an "important change" in the Bank of England practice as to payments to the account of the Accountant-General in Chancery, is not perfectly accurate. The fact is that cheques crossed "Bank of England" are received for these payments, if tendered in time to admit of their being cashed by the Bank. The latest hour for payment in is 3 p.m. (at which hour a return is made to the office in Chancery-lane), and the Bank clearing is not made till 5 p.m.; consequently one clear day is required for cashing and clearing. Thus, if Wednesday be the last day for payment in, in any matter, cheques will be receivable not later than Monday; and if the payment be made on Tuesday or Wednesday, it must be

in notes or gold. This practice of accepting cheques, if tendered in time to be cashed and cleared, has been in vogue for some time; there has not, therefore, been any "important change" of practice. The Bank, as we have said, only requires one clear day, but if more time is given the work is lightened. We may add, that country cheques and notes are not received at all.

SURPLUS LANDS AND ADJOINING OWNERS.

In the early days of railway legislation it was an object with the Legislature to prevent owners of land from being compelled to part with more land than was required for the purposes of the undertaking. Railway companies are accordingly required, before they dispose of any superfluous lands (which they must do within ten years, generally speaking, after the completion of the undertaking), to offer to sell them to the person then entitled to the lands from which the same were originally severed; or if such person refuse to purchase the same, or cannot be found, then to the adjoining owner or owners *unless such lands be situate within a town, or be lands built upon, or used for building purposes* (Lands Clauses Act, 1845, s. 128). Hence arose the necessity of defining, first, "land within a town;" secondly, "land built upon;" and, thirdly, land "used for building purposes," which the Legislature has omitted to define, and indeed could not have defined, so as to exclude the necessity of obtaining a judicial interpretation of those phrases.

Land situate within a town is defined by Parke, B., in *Elliot v. South Devon Railway Company* (2 Ex. 725), as land surrounded by continuous houses, using the term continuous in the popular sense, as distinguished from contiguous, i.e., the houses need not actually touch each other as in the street of a town in order to bring the land surrounded by them within the definition. Land in a village, therefore, as well as land in a town, in the ordinary sense of the word, may, we apprehend, be exempted from the adjoining owner's right of pre-emption if it be surrounded by houses. This definition was approved by Lord Campbell, C.J., in *Reg. v. Cottle* (16 Q. B. 412), and by Lord Cairns, L.J., in *Lord Carrington v. Wycombe Railway Company* (16 W. R. 494, L. R. 3 Ch. 383), who held that land situate within the borough of Wycombe, but at some distance from the mass of houses forming the town, and with two cottages only standing on it, was not "land within a town."

In *London and South Western Railway Company v. Blackmore* (L. R. 4 E. & I. App. 614), the House of Lords decided that land lying close to the railway station at Teddington, and not continuously built upon, was not land within a town within the meaning of the Act. Both the Lord Chancellor and Lord Westbury approved of Baron Parke's definition, as given above. The question then whether land is land within a town depends on its situation with respect to the houses near, and not on the number of inhabitants.

Then as to the meaning of "land built upon." This, according to Lord Cairns in *Lord Carrington v. Wycombe Railway Company* (sup.), was meant to define something which, although it cannot be called land in a town, or part of a town, is land covered with continuous buildings *eodem modo* as the *solum* of the town. The Legislature could not have meant, his Lordship added, that, because a piece of land in the open country has a building upon it, it is land built upon within the meaning of section 128. Land built upon, therefore, means land continuously built upon or covered with buildings, and must mean much the same as land within a town, if the word town be taken in the sense attributed to the word by Baron Parke of a *congeries* of houses.

Land used for building purposes, according to the Master of the Rolls, means land sold as building land or let on building leases, and actually laid out for building (*Coventry v. London, Brighton, and South Coast Railway Company*, 16 W. R. 267, L. R. 5 Eq. 114). The term must be taken

as applicable only to lands actually laid out for building purposes, and for building on which some contract is in existence, if the buildings are not actually in progress. It does not mean capable of being built on—i.e., land suitable in the owner's estimation for that purpose, such as is generally designated as building land. What the Act requires, according to Lord Cairns (*Lord Carrington v. Wycombe Railway Company, sup.*), to bring surplus land within the exception in the Act as used for building purposes is, that it should be land actually and *de facto* used for building purposes. In the opinion of the Lord Chancellor (*London and South Western Railway Company v. Blackmore, sup.*) land is not to be considered as used for building purposes because the immediate predecessor in title of the railway company plugged it out and advertised it for sale for building purposes. To make it building land he should have dedicated it to building in some way or other, by letting it on building lease for instance, or entering into contracts for the erection of buildings thereon. The central portion of land in a space, whether all the sides be erected or not, the gardens or curtilages of houses erected or about to be erected, and even land on which materials for building are stacked, are instances, according to the Lord Chancellor, of land used for building purposes. Land also which railway directors are under contract to erect buildings on, may possibly, his Lordship intimated, come within the spirit and meaning of the words "land used for building purposes."

As we have already said, superfluous lands are to be sold within ten years from the time fixed for the completion of the undertaking, if no other period be limited by the special Act. If not sold, they vest, at the expiration of the period limited, in the adjoining owners in proportion to the extent of their lands respectively adjoining thereto (section 128). This enactment is a stringent one. It can only be justified by the desire of the Legislature to guard against the acquisition of land by railway companies for other than the legitimate objects of the undertaking, and becoming land companies by a side wind. In *Moody v. Corbett* (14 W. R. 787, L. R. 1 Q. B. 610), the London, Brighton, and South Coast Railway Company had suffered the period to expire. The land in question accordingly vested in the adjoining owner by operation of the statute. He brought ejectment, and the following conclusions were come to by the Court of Exchequer Chamber in the case:—(1.) that the enactment in question extended to lands, the reversion to which had been acquired by the company, subject to existing tenancies; (2.) that where there are several properties in contact with the superfluous land, it is to be divided amongst the owners of those properties in proportion to the frontage of each; and (3.) that a subsequent enactment, extending the period within which the sale was to be effected, did not defeat a right to unsold land already vested under a former Act at the time of the passing of the later Act. In *Moody v. Corbett (sup.)* the adjoining owner recovered the lands in ejectment brought against the company and their vendee, who had purchased in ignorance of the adjoining owner's statutory right of pre-emption. It is obvious that the vendee could have acquired no title as against the adjoining owners, although adverse possession would give him a title by lapse of time; but until a title was thus acquired he would be liable to be ejected at any time. We have reason to believe that instances where railway companies have neglected to offer for sale their superfluous lands within the proper period, and such lands have in consequence vested in the adjoining owners, are not uncommon, though the adjoining owners sleep in ignorance of their estate, and the Statute of Limitations is running, if it has not already run, against them.

The right of the person from whose property the land was originally severed, to assert his right of pre-emption, arises whenever the company offer the land for sale, under the description of surplus lands (*London and South Western Railway Company v. Blackmore, sup.*), or show

in any other way that the land is not required by them for the purposes of their undertaking (*Lord Beauchamp v. Great Western Railway Company*, 16 W. R. 1155, L. R. 3 Ch. 745), although the time limited by the Act within which the property must be offered for sale, if at all, has not arrived. And even after the company have conveyed away superfluous lands to a purchaser, if they have not previously offered them for sale to the owner of the lands from which they were originally severed, or him failing, to the adjoining owner, he may still assert his right of pre-emption, and obtain a decree, setting aside the conveyance, and ordering the company and their vendee to convey the property to himself upon payment of the purchase-money, to be ascertained in manner provided by the Lands Clauses Act (*Lord Beauchamp v. Great Western Railway Company, sup.*).

We have now to consider the definition of an adjoining owner. As "owner," according to the interpretation clause of the Lands Clauses Act, means any person who can sell and convey land to the promoters of the undertaking, and therefore the possessor of any interest in the land, the term "adjoining owner," according to the Master of the Rolls, includes persons having a leasehold interest in the lands adjoining the superfluous lands of the company (*Coventry v. London, Brighton and South Coast Railway Company, sup.*). The fact that a private road, on which such owner has a right of way, intervenes between his land and the superfluous lands of the company, does not exclude his right of pre-emption (*Coventry v. London, Brighton and South Coast Railway Company, sup.*); nor the fact that a wall divides his property from that of the company, where he and the company are by agreement joint owners of the land on which the wall is built (*London and South Western Railway Company v. Blackmore, sup.*)

The Lord Chancellor, in the case last referred to, drew a distinction between the rights of adjoining owners in general and the rights of the particular owner from whose property the superfluous land was originally severed. The particular owner from whose property the land was originally severed has the right to have the opportunity of re-acquiring such lands as soon as it is ascertained that they are superfluous. Mere adjoining owners, on the other hand, have no more than the right to claim that the company shall not sell the land to a stranger without at least offering it to them in their turn, and the right of asserting that claim arises whenever the company are about to part with the land in question. Hence, where an adjoining owner claimed the right of pre-emption of lands which the company were about to sell, such lands never having been his or severed from any part of his estate, an inquiry was directed whether there was any adjoining owner who was equally entitled with himself to make such claim. If the land had been originally severed from his estate, his right would have been paramount, and no such inquiry would have been needed. This distinction is important.

CODES AND DIGESTS.

It is now very nearly four years since the Digest of Law Commission was appointed. About six months after their appointment they issued their first report, in which they recommended to her Majesty that steps be taken towards the framing of "a condensed summary of the law as it exists, arranged in systematic order, under appropriate titles and sub-divisions, and divided into distinct articles and propositions, supported by references to the sources of law whence they are severally derived, and illustrated by citations from the principal instances in which the rules stated have been discussed or applied." To this end they recommended the preparation of "specimen digests" of portions. Having received the Royal permission, they proceeded in November, 1867, to their first step, which was compared by the *Pall Mall Gazette* to a "call off the stand." They selected three subjects for these specimen digests, and then, by inviting sample

specimens, opened to the bar a competition for the tasks of preparing them. Out of the competitors who answered their call they chose, early in the summer of 1868, three men, who forthwith attacked their several subjects of Bills of Exchange, Easements, and Mortgages. Last May the Commission issued its second report, announcing that the dauntless three had "laid before them materials of considerable value, and enabled them to form conclusions as to the conduct of the entire work." They recommended, for reasons which we need not recapitulate or discuss, that the isolated specimens should be no further prosecuted, but that the Digest itself should be begun in its entirety by "the most highly skilled persons whose services can be procured" by the offer of high remuneration and permanent employment. Mr. Justice Willes dissented from this report, because, "fully agreeing that a first-rate modern digest of English law is to be desired (for professional use), he thought it would, when made, after all, be only a makeshift for a code, or rather series of codes"—a digest, digesting what had been decided or deemed, would preserve *inter alia* the conflicts of law and equity, whereas a code must "once for all lay down uniform rules of justice to govern every court," and "would swallow up at once mischiefs of detail which would choke a digest." He thought, too, that as a digest would comprehend only English law, an opportunity would be thrown away, for that a code might embody improvements borrowed from abroad. Finally, as the last milestone attained in the matter up to the present time, Mr. W. R. Fisher, of Lincoln's Inn, the compiler of the specimen digest on Mortgages, has published a letter addressed by him to the Lord Chancellor, in which he discusses the question laid open by Mr. Justice Willes. We recommend everyone who takes any lively interest in the subject to read Mr. Fisher's letter;* it is very sensible, and goes straight at the root of the matter; besides which, being composed by an able and cultivated man, understanding thoroughly what he means, the letter is very agreeable reading.

Speaking of the Commissioners' original proposal, that the propositions contained in their Digest are to be supported by references to the sources of law whence they are derived, Mr. Fisher says—of course the references must be supplied by the draftsmen for the use of those who are to revise or authenticate the work, but are they to be retained afterwards?—

"The work must speak with some authority, and if an inherent authority be denied it, that upon which it is founded only remains; and then arises this difficulty. It is, I suppose, intended that the work shall be authenticated by the two or three persons of great professional eminence, whose appointment is suggested in the report; and certainly the authority of the most eminent is necessary. But is their authority to supersede that of the original reports? If it be not, then as the greater portion of the reported cases refer to other cases, the liberty of reference implied by citing the cases will keep open the whole of the reports law."

The fact is that the Digest, prepared by the best and most eminent men procurable by the highest remuneration and the most permanent employment, would (as we have pointed out before now, though the thing is self-evident) be a most excellent text-book embracing our whole *corpus juris*, and resembling Mr. Hawkins' admirable book on the Construction of Wills more than any other. Its authority would be in kind that of a text-book prepared in that solemn manner by that first-rate legal talent; the deference it would receive from the judges would probably be a little greater than that which judges now accord to decisions of Courts of co-ordinate jurisdiction, which, regarding them "with the very highest respect," they almost, but not quite, always follow. Vice-Chancellor Malins, indeed, would very likely uprear himself against the Digest with some frequency; it is

possible, also, that Vice-Chancellor Stuart, in his stubborn moods, might refuse to bow down before the Digest when other judges would be willing to follow it; those, however, would be exceptions. The judges as a body would always try to follow it, and the *onus* would always be on the arguer to show that it was wrong. As a text-book for the profession it would be most valuable. But is this the best which we can do for ourselves? Mr. Justice Willes thinks, clearly not. Mr. Fisher also thinks not, and advises that as each part of the Digest is completed a short statute should confer on it an authority co-ordinate with that of the statutes.

"It seems to me," he adds, "that a body of law so prepared and authenticated, would not only go far towards the attainment of the objects proposed by Mr. Justice Willes, but that they can be attained in no other way. The conflicts, not only of common law with equity, but of each with its own kind, would be placed side by side, and removed by amending statutes passed in the ordinary manner, and which would finally be incorporated in the work. The mischiefs of detail, so far as to the judgment of the framers the details appear mischievous, would disappear; and the whole law would be brought into such a form that the improvements which the learned judge desires to introduce from foreign sources, and the value of which few are so capable of judging as he, could be easily made."

Prima facie we agree with Mr. Fisher that a digest should precede a code. He proposes that the Digest shall become the first Code, and that such Code shall then be amended till it has become all that Mr. Justice Willes wishes to see it. The only *per contra* which occurs to us is this. Some departments of our law have been much simplified of late years by statute; but there remains a very great deal more to be done, especially in real property law. There are an immensity of incidents which ought now to be removed. Some of them are relics of feudalism or other systems of a different state of society, which have become unsuited to a modern age—others, again, are doctrines laid down by Courts, in deference to ideas which are now exploded or to necessities which no longer exist. When all this great embarrassing bulk is taken away, as it ought to be, and one day will be, an enormous mass of the old case law will become obsolete, exactly as a repealed statute and the cases decided on it become obsolete. Would not the labour of making the Digest (as well as its bulk)* be immeasurably less after than before these reforms, inasmuch as, in the second case, it would be easy to cast aside as irrelevant to the new law hundreds of decisions which in the first case would have to be painfully weighed and digested? Moreover, in such a matter the easier the task the more accurate its execution. This, no doubt, is true, but the argument is one which cuts both ways; for, consider how much more easily, and therefore more surely, the legislative cutting and paring can be done if Mr. Fisher's authenticated Digest, or Code, has first made it clear what the present law is. Mr. Fisher evidently would think the advantage greatest in the latter alternative. Here are two operations, either of which will be facilitated if the other precedes it. Which, on the whole, will it be most advantageous to place first? One thing is clear, that the reforming statute or statutes ought to be framed by men of no meaner authority than those who would frame the Digest, and merely ratified, without alteration, by the Legislature. If it could be regarded as probable that the reform is near at hand, we own, for our own part, that we should require some further consideration before we could strike the balance between these two courses. But as the reform, though much needed, and as we believe inevitable, is unhappily not yet imminent, it is needless to consider the matter further. There is no sign at present of anything but piecemeal reforms of the kind we mention. Let us, there-

* "A Letter to the Right Hon. the Lord Chancellor concerning Digests and Codes." By William Richard Fisher, of Lincoln's Inn, Barrister-at-law. London: Butterworths.

* The Digest Commissioners, judging from Mr. Fisher's incomplete specimen, estimate the whole at 100 volumes. He himself sets the figure at less than half that number, and explains the calculation on which his estimate is based.

fore, get our Digest first, authenticate it as Mr. Fisher proposes, and in all probability the reforms will be very much accelerated, if not immediately precipitated.

RECENT DECISIONS.

EQUITY.

CANAL COMPANY INCORPORATED BY ACT OF PARLIAMENT—JURISDICTION TO WIND UP.

Re Company of Proprietors of the Bradford Navigation, V.C.M., 18 W. R. 592, L.J.J. ib. 1093.

In March, 1867, a canal company, incorporated by Act of Parliament was ordered to be wound up by the Vice-Chancellor Malins, on the ground that it was just and equitable, under the 199th section of the Companies Act, 1862, it appearing that the canal was being worked at a loss (*Re Wey and Arun Junction Canal Co., L. R. 4 Eq. 197*); the same order having been previously made by the Master of the Rolls in a similar case on an unopposed petition (*Re Basingstoke Canal Co., 14 W. R. 956*). In the *Bradford case* (18 W. R. 592) the order was made on the ground that the canal had been disused for three years in consequence of an injunction restraining the company from supplying the canal with water from a polluted source, which was ostensibly the only source from which a supply of water could be obtained. The arguments against the order being made were, first, that the effect of the order, if made, would be virtually to repeal the Act under which the Canal Company was incorporated; and, secondly, that the order could not be worked out, considering the rights of the public to use the canal. The Vice-Chancellor held, as he had held in the *Wey & Arun Canal case* (sup.), that he had the jurisdiction to make the order under section 199, which applies to all companies except railway companies. Why canal companies, which are strictly *ejusdem generis*, should not have been included in this exception, may be matter of speculation, but not of surprise, when we consider with what carelessness statutes are drawn. Having, as we said, the jurisdiction to wind up the company, his Honour considered that he had also jurisdiction to dissolve it under section 111, when the affairs of the company should have been completely wound up. The Legislature, however, must have contemplated the canal being worked in perpetuity; and, if the company were to be dissolved, what was to become of the public rights as to the canal? The Lord Justice, before whom the matter came on appeal (18 W. R. 1093), explained that the winding up did not derogate from any right whatever which any member of the public had with reference to the canal. The Court could only deal with it in the winding up as the company themselves could have dealt with it before the winding up, and neither could they then, nor can the Court now, sell it without reserving the rights of the public. We now see why a private Act had to be obtained in the *Wey and Arun Canal case*, and venture to anticipate that the same course will be found necessary here.

LEGACY DUTY—PARTNERSHIP PROPERTY ABROAD.

Forbes v. Steven, V.C.J., 18 W. R. 686, L. R. 10 Eq. 178.

It is well settled that what regulates legacy duty is domicile (*Williamson v. Advocate-General, 10 Cl. & Fin. 1*). Where, therefore, a domiciled Englishman dies possessed of personal estate abroad, bequests of such personal estate are liable to legacy duty. In deciding that legacy duty was payable on the proceeds of real estate in India, which formed part of the assets of the firm of which the testator, a domiciled Englishman, was a member, the Vice-Chancellor followed the well-known principle recognised by Lord Eldon in *Townsend v. Deaynes* (1 Mont. Part. App. 97), and followed by Sir John Leach in *Phillips v. Phillips* (1 My. & K. 649), that real estate held by a partnership for partnership purposes—i.e.,

where the land is ancillary to the trade (*Steward v. Blakeney, 16 W. R. 1104, L. R. 6 Eq. 481*), is, in contemplation of equity, personal estate, both as between the partners themselves and the real and personal representatives of a deceased partner (*Darby v. Darby, 3 Dr. 495*).

Following the decision of the House of Lords in *Attorney-General v. Browning* (8 H. of L. Cas. 265), the Vice-Chancellor held that the testator's share in the real estate of the partnership, having, as we have seen, the character of personal estate thus impressed upon it, was liable, like all other personal estate, to the fiscal demands of the Crown. In *Attorney-General v. Browning* the question was whether probate duty was payable in respect of the amount of the purchase-money agreed to be paid to the testator under a contract for sale of real estate not completed at the time of his death; and the House of Lords, reversing the decision of the Court of Exchequer, held that probate duty was payable, though the contract was subject to the approval of the Court, and conditional on a good title being shown. It is stated by Mr. Lindley, on the authority of *Custance v. Bradshaw* (4 Ha. 315), that the Crown cannot avail itself of the doctrine that real estate, where a partnership asset, is regarded as personal in equity, and require probate duty to be paid, upon the assumption that the share of the deceased actually consisted of money (Law of Partnership, p. 672); but the Vice-Chancellor, in the course of his judgment in *Forbes v. Steven* explained that *Custance v. Bradshaw* and *Watson v. Swift* (8 Beav. 368) are not authorities for the above doctrine.

RIVER CONSERVANCY.

Corporation of Exeter v. Earl of Devon, M.R., 18 W. R. 879, L. R. 10 Eq. 232.

The pretensions of the Corporation of Exeter to the conservancy of the navigable portion of the river Exe rested on an Act passed in the 31 Hen. 8, which empowered the corporation to remove all obstructions to the navigation, paying compensation to the owners of the soil where the obstructions were situate. The rights conferred by this Act were recognised in and confirmed by a local Act passed in the 3rd Victoria. The Master of the Rolls, however, decided that these pretensions were unfounded. The Acts did not, in his Lordship's opinion, confer the conservancy of the river, but only the power to remove obstructions to the navigation on paying compensation. Assuming the erection of a pier in the water-way, which was the subject of complaint in the present instance, to be a nuisance at common law, was it a nuisance of a public or a private character? If it was a nuisance of a public character, the corporation could not maintain the suit, unless as relators in an information by the Attorney-General (*Vestry of Bermondsey v. Brown, 14 W. R. 213, L. R. 1 Eq. 204*). If it was of private character, there was no injury to property, and it is well settled that a bill by a private person to abate a nuisance will not lie, unless injury to property be shown. For these, amongst other reasons, the suit could not be maintained.

It is not astonishing that the corporation should have considered that the effect of the Act of the 31 Hen. 8, was to vest in them the conservancy. It may be that, as stated *arguendo* in the case, express words are not necessary for the purpose; and, at all events, if the Act did not make them conservators, the Act conferred on them one of the chief rights of conservators—namely, to abate nuisances and hindrances to the navigation. Had the Act stopped there, it would, we think, have been difficult for the Court to hold that a conservancy was not created; but the Act went on to provide that the powers conferred by the Act should be exercised on payment of compensation, thus reducing the corporation to a lower level than that of conservators appointed in the ordinary way by royal grant or statute.

The office of conservator is an ancient one. The earliest reference to it is in 1 Hen. 4, c. 12 (1399), which

provides that there shall be commissioners appointed to survey and keep the waters and great rivers, and to correct and amend the defaults in the same. This was followed by 6 Hen. 6, c. 5 (1427), which enacts that several commissioners of sewers shall be granted, with power to compel necessary reparations, and to impress labour for that purpose, and to issue ordinances for the defence of sea-banks. The first general Act bearing on this subject is 23 Hen. 8, c. 5 (1531), the "Bill of Sewers," and the general law upon this subject remains as it was then established, though amended by 3 & 4 Will. 4, c. 22.

The power conferred on the corporation by 31 Hen. 8, appears to be merely a sort of inspectorship.

REVIEWS.

A Treatise on the Rules for the Selection of the Parties to an Action. By A. J. DICEY, Barrister-at-Law. London: William Maxwell & Son.

It would be difficult to find any legal topic less fitted to form the subject of a text book than the "Law of Parties to an Action." The proper person to bring an action, is the person whose right has been violated, and in general no other person can sue. In other words, the law of parties to actions is simply the general law of the country. It is, however, assumed in this book that the law of parties is distinct from the law which ascertains the rights of persons. This method of viewing and dealing with the law is erroneous in principle and very mischievous in its results. In some few cases the rules respecting parties to actions are not identical with the rules respecting rights; as for instance, in actions under Lord Campbell's Act (9 & 10 Vict. c. 93), in actions by and against married women, and in one or two other cases. Generally, however, there is at common law no such thing as the law of parties, although it is otherwise in chancery.

The way in which the plan of this book is carried out shows the objection there is to the plan itself. The law of parties, properly so-called, would not furnish materials for a treatise, although it fills an important chapter in books of practice. It has, therefore, to be supplemented by slices from many branches of general law, which, from the plan of the book, are necessarily treated in a brief and unsatisfactory manner. For example, chapters vii., xiv., and xviii. deal with corporations. The only question peculiar to the law of parties with respect to corporations, is in what name they should sue and be sued, yet these chapters touch upon the form in which contracts by corporations must be made, the doctrine of *ultra vires*, and the liability of corporations to be sued for fraud. So also in the chapters on husband and wife, and on infants, the question, what are necessities for married women and for infants respectively, is discussed.

Although the subject of the treatise is ill chosen, we are glad to be able to say that its plan is carried out with an amount of literary ability that is very unusual in English text books. The whole subject is thrown into the shape of general rules, expressed in absolute terms, and the exceptions follow in the same form as the rules. The rules and exceptions form as it were the backbone of the book, the rest of which is occupied by definitions and authorities, extracts from judgments, &c., &c. The treatise, therefore, presents the appearance of a complete code on the subject of which it treats, combined with illustrations and explanations. This is certainly the best form for a text book on any subject reducible to that shape.

The chief hindrance in carrying out such a plan, is the difficulty of reducing "the wilderness of single instances" which forms the chaos of our law, into a regular shape, and into accurate rules. The task demands, in the highest degree, the power of concise and accurate expression, together with a complete knowledge of the law as a whole, and an appreciation of the effect of one branch of law upon another. The first of these requisites, the one in which English lawyers and judges are generally most deficient, is displayed by Mr. Dickey in a high degree. We find the rules and exceptions well expressed and usually accurate. In some cases we do not agree with his arrangement, as in the chapters on principal and agent, where the rule laid down is that where a contract is made through an agent, the prin-

cipal is the proper person to sue and be sued. The first four exceptions to this are cases where there is no contract at all with the so-called principal, but with the agent alone. These are cases which it was doubtless necessary to notice, but are not exceptions to the rule. The third and fourth exceptions ought moreover to be treated as only one apparent exception. Generally, however, this part of the work is well done.

The explanatory part of the book is not so good. There are many instances of a want of that power of appreciating minute differences and narrow distinctions between various classes of cases or of facts, which is absolutely necessary for carrying out successfully the task of bringing any branch of English law into regular order. For instance, at pp. 26, 27, the difference between "actions for damages and actions for debts" is discussed. It is there stated that if in an action on a bill of exchange there is a claim for noting, the action is for damages, and it seems to be assumed that in such a case there can be no set-off. This is not correct, nor is it supported by the authorities cited. To a count on a bill of exchange, a set-off may be pleaded, although there is a claim for noting, but it may be necessary as a matter of pleading, to limit the set-off to the claim for the amount of the bill. These pages, therefore, betray either ignorance of the subject or inaccuracy of expression, and the same remark applies to p. 2 and its note.

At p. 10 where the rules as to privity of contract are discussed and compared with the right of action for torts, much confusion of thought is manifested, and there is, at the least, great carelessness of expression and illustration.

In dealing with the question whether the consignor or consignee is the right person to sue for a breach of contract of carriage, Mr. Dickey simply produces a reflection of the decided cases, with all their contradictions and confusion. He shows no power of extracting the true *ratio decidendi* from them, and we find the old jumble respecting the person "at whose risk the goods are carried," the person making an "express" agreement, the "consignor," the "consignee," &c. &c.; and one of the cases in which a consignee, who has not the property in the goods, may sue the carrier for not carrying them, is stated (p. 89) to be "where the carrier has so dealt with the consignor as to be estopped from denying that the goods delivered to him are the consignor's goods." Thus falling into the old error of thinking that the property in the goods affects the right of action on the contract to carry the goods.

The whole work suggests the idea that it is the production of one who has studied the law as a science, but who has not made himself practically acquainted with the administration of the law in its daily operation. It is the work of a student, not of a lawyer. Notwithstanding these faults, however, it has considerable merits, and it is a useful addition to our legal literature, although on account of its subject it is not likely ever to become a book in every day use. As a model for the form of future text books it has a real value. The last chapter is on nonjoinder, misjoinder, and amendment, and is most likely to be the most practically useful of all the chapters. There is a good index and table of contents.

A Manual of the Law Affecting the Stock Exchange. With Forms and Precedents of Pleadings. By NOEL H. PATERSON, of the Middle Temple, Barrister-at-Law. London: Sweet.

This little book (it comprises only one hundred and seven 12mo pages, and is published at three shillings and sixpence) is likely to be useful, as a brief compendium of law and of practical information relating to dealings with shares through the medium of the Stock Exchange. The ground covered is rather wider than most persons would imagine from merely perusing the title; and, besides information useful to lawyers about the practice under which transactions are carried out, a very large number of legal points and incidents are noted, with references to cases and statutes. Everything is done very briefly, sometimes too briefly; the arrangement is always good, and the condensation mostly so. The author when he declines going into any subject which he considers would be too extensive for his work, warns the reader of the ground which he is going to leave unexplored. In his preface he thanks a member of the Stock Exchange for assistance rendered towards the description of the constitution and usages of that institution. We fear that his gratitude has biased him somewhat unduly in favour of the Stock Exchange and its

members, for he certainly overstates the extent to which the Stock Exchange rules are binding on the outside public who employ the members in purchases or sales. He says, "the rules of that institution are virtually binding on all persons using it, through a broker, as a means of dealing in stock or shares," and proceeds to cite a number of cases in which courts have held principals bound by the rules. Now there are a great quantity of cases in which the Stock Exchange rules have been held binding on principals, but Mr. Paterson's statement is nevertheless bad law. The rules of the Stock Exchange are not like the rules of a market, they are the rules of a private body or club, and are only binding on the public when directly or impliedly acquiesced in by them, either by express contract, or, as in the case of some of the rules, by their having become, through public acknowledgment, usages. The case of *Pinkett v. Wright*, 2 Hare, 120, ought certainly to have been added to the citations at p. 67, on directors' powers of refusing to register transfers. The citations, too, as to transfers to "men of straw," insufficiently represent the case-law on that point. In the main, however, the work is well done and will be useful.

COURTS.

COURT OF EXCHEQUER.

(In Banco, before the LORD CHIEF BARON, and BRAMWELL and PIGOTT, BB.)

Nov. 17.—*Stamps on copy of judge's notes.*

A case on the New Trial Paper, in which a rule had been obtained, was called on for argument, when it was discovered that through the negligence of the attorney's clerk the necessary stamp to be affixed to the copy of the judge's notes, as required by statute, had not been obtained. While the attorney had gone to procure the stamp, their Lordships discharged the rule, the counsel on the other side being present, and ready to proceed with his arguments. At a later period of the day an application was made by counsel to have the case restored to the paper. He admitted that the application was founded on the confession of the error or oversight, and asked as a favour the indulgence of the Court.

The Court said that the practice of having stamps affixed to the Judges' notes was old enough to be known to every practitioner in the various courts, and it was the duty of an attorney, in a case where the notes had to be produced in court, to see that the practice was complied with. This duty had so frequently been negligently performed or neglected, and the Court had been so often called upon to grant indulgence and reinstate cases it had struck out, that it became necessary to lay down a stringent rule for future guidance. Taking into consideration the circumstances of the present case, the Court would inflict a fine of 40s. only, but it was to be distinctly understood that in no future instance would a case be restored to the paper after it had once been expunged from it, unless under very special circumstances, and not then probably without the infliction of a fine of not less than £10.

JUDGES CHAMBERS.

Nov. 11.—*The Debtors Act—Summonses.*

BYLES, J., having succeeded Willes, J., at Chambers, to-day intimated that, inasmuch as the second sub-section of the 5th section of the Debtors Act, 1869, gave power to county courts to adjudicate upon judgment-debtors' summonses when under £50, in whatever court, superior or otherwise, the judgments were obtained, application should in future be made to the county courts to hear applications, and if the parties insisted on the summonses being heard before a judge at chambers of one of the superior courts, no costs would be allowed.

PROBATE COURT.

(Before Lord PENZANCE.)

Nov. 16.—*The Juries' Act—Remuneration of special jurors.*

At the sitting of the Court the following rule of court was read by the registrar:—

"In her Majesty's Court of Probate.

"Whereas, by the 22nd section of the Juries' Act, 1870, it is enacted that the remuneration of special jurors and

common jurors shall be paid by the parties to the causes to be tried, and for that purpose each of the said parties shall deposit such sum of money as may be determined by any rule of the Court in which the cause is depending, and such deposit shall be made in such manner and with such officer as the said Court may prescribe;

"Now, in order to provide a fund for such remuneration of the jurors, the Court doth order and direct that in all cases to be tried at the present sittings by special juries the party at whose instance directions were given that the cause should be tried by a special jury shall, on or before the 25th day of November inst., pay to the Registrar in attendance in court the sum of £25 4s. for the purpose of such remuneration of such jurors; provided that if the party who, by this order, is ordered to pay the above deposit shall make default therein, any of the other parties to the cause, when or before such cause is called on for hearing, may pay the same, and in default of the same being paid, the cause shall be struck out, unless the Court shall otherwise order."

LORD PENZANCE said that a similar rule had been promulgated with regard to special jury causes in the Divorce Court, but both rules were confined to the present sittings. Considerable difficulty had arisen in apportioning the proper sums to be deposited in the several cases set down for trial, with the view of meeting the positive requirements of the statute that each juror should receive a certain sum for every day of his attendance. It was necessary that a second jury should be in attendance in order that the business of the Court might not be stopped in the event of the first jury being locked up. The rules which had been made under the statute in the common law courts did not provide for so large a deposit by any means as the rules now promulgated in this court, and he wished to explain the reason of that difference. The probate causes, although many of them were settled or were not contested to a final decision, were often very long, and the divorce special jury causes were rarely or never settled, and almost always occupied a very considerable time. These were the considerations which made it necessary that a larger sum should be deposited in this court than in the common law courts, where, out of a list of five or six causes, three or four might be settled and the others might be short. The Court, in framing these rules, had done its best to fix a sum which would place at its disposal a sufficient fund to pay the probable expenses of the juries, regard being had to the number of causes entered and the length of time which, judging from past experience, they might be expected to occupy. But the rules were experimental only, the object being to try the effect of them in the present sittings, and the Court reserved to itself the power, if it should turn out that more had been deposited than was actually required, to return a portion of the deposit to the parties.

COUNTY COURTS.

CITY OF LONDON COURT.

(Before Mr. Commissioner KERR, Judge).

Nov. 10.—*Ambler v. Philp.*

Liability of plaintiff's attorney for sheriff's officer's fees.

In this case the plaintiff, a sheriff's officer, sued the defendant, a London attorney, for fees in the execution of a *f. fa.* issued by the defendant in his capacity of attorney for a plaintiff in another action. The case was heard on the 12th of October last, before the Deputy Judge, when a verdict was found for the plaintiff.*

An application was made by leave of the Court to enter the verdict for the defendant.

Mr. Ford, for the defendant, argued that there should be a new trial. He cited *Bilke v. Havelock*, 3 Camp. 374, and *Cole v. Terry*, 10 W. R. C. L. Dig. 67, 5 L. T. N. S. 347, and contended that the sheriff could not maintain an action for his fees, and the bailiff who was in his service could be in no better position. Also that if a *fort* had been committed, the sheriff personally should be sued, and not his officer.

Mr. A. B. Carpenter, for the plaintiff, contended that *Bilke v. Havelock*, was not in point; in that case the sheriff was the plaintiff, and Lord Ellenborough's dictum, "The law knows of no promise to pay the sheriff for executing the king's writ," did not in any way affect the present action.

The inability of the *sheriff* to sue was an admitted fact, but the present plaintiff as his bailiff was in quite a different position. He cited 1 Vict. c. 55, under which the plaintiff would be entitled to be paid for his work done; also *Brewer v. Jones*, 3 W. R. 215, 10 Ex. 655, and other cases subsequent to *Billoe v. Haselock*, as clearly showing that the bailiff was entitled to sue the attorney who sued out the writ of execution.

Mr. Commr. KERR said he had always held that a bailiff was entitled to recover his fees from the attorney who employed him, and as the case had been well considered by the Deputy Judge, in whose judgment he fully concurred, he should refuse the motion for a new trial, with costs.

Leave to appeal refused.

BANKRUPTCY COURT.

(Before Mr. Registrar ROCHE, sitting as Chief Judge.)

Nov. 14.—*In re George Broad.*

The Duties of trustees.

Several meetings for the examination of bankrupts came before the Registrar in cases in which the requisite notices had not been given to the creditors or the bankrupt, nor the proper advertisements inserted; and a question arose whether it was the duty of the solicitor or the trustee under the bankruptcy to give the notice.

Mr. Registrar ROCHE said it was most important that those notices should be given, otherwise cases might be disposed of without the creditors knowing anything of them. Without deciding whose duty it was to give the notices, he would observe that the trustees, who were generally accountants, had now the management of the estates in their own hands, almost to the exclusion of the legal profession, and they ought to be very careful to observe the law, otherwise they had no right to take the office. He found that the trustee was allowed threepence for each notice he sent out, but the question was one for the taxing master. The trustee was entitled to all costs out of pocket. The solicitor being appointed for a specific purpose, it might on that account be held that he was not entitled to give the notices.

APPOINTMENTS.

Mr. FREDERICK ADOLPHUS PHILBRICK, barrister-at-law, of the Home Circuit, has been appointed Recorder of the borough of Colchester, in succession to Mr. H. J. Bushby, who has been appointed magistrate of the Worship-street Police-court in London. Mr. Philbrick was called to the bar at the Middle Temple in June, 1860, and is a member of the Home Circuit.

Mr. CHARLES PHILIP COOPER, barrister-at-law, of Bombay has been appointed to act as Master and Registrar in Equity in the High Court of that Presidency, during the absence of Mr. C. E. Fox. Mr. Cooper was called to the bar at the Middle Temple in November, 1862, and shortly afterwards joined the Bombay bar. He has for some time been examiner to the Insolvent Debtors' Court at Bombay, and assistant-reporter to the High Court, under Dr. Reid.

Mr. EDWIN HOOPER, solicitor, of Tamworth, has been elected mayor of that borough for the ensuing year. Mr. Hooper, who was certificated in 1855, is a native of Exeter, being a brother of Mr. H. W. Hooper, solicitor, the coroner of that city. Mr. E. Hooper, the new mayor of Tamworth, is also one of the coroners of Staffordshire.

Mr. GEORGE LEEMAN, solicitor, of York, has been elected Lord Mayor of that city for the ensuing year. Mr. Leeman was admitted in 1836, and is clerk of the peace for the East Riding of Yorkshire. He is the senior member of the firm of Leeman, Wilkinson, & Leeman, solicitors, of York.

Mr. JOHN WARD, solicitor, of Durham, has been elected Mayor of that city for the ensuing year. Mr. Ward was certificated in 1830, and has for many years filled the office of Deputy Prothonotary of the Durham Court of Pleas. His predecessor in the mayoralty was Mr. John Watson, also a solicitor of Durham, and clerk to the city magistrates.

Mr. SAMUEL MARTIN BEALE, solicitor, of Worcester, has been appointed under-sheriff of that city for the ensuing year, by the newly-appointed sheriff, Mr. W. F. Adcock. Mr. Beale was certificated in 1854.

Mr. FREDERICK ELWIN WATSON, solicitor, of Norwich, has been elected Mayor of that city for the ensuing year. Mr. Watson (who is the senior of the firm of Watson and Fraser) was certificated in 1832, and has held the office of clerk to the Commissioners of Land and Assessed Taxes of the Norwich division.

Mr. JOSEPH HARKER, solicitor, of Poole, Dorsetshire, has been elected Mayor of that borough for the ensuing year. Mr. Harker was admitted in 1858.

Mr. SAMUEL PEED, solicitor, of Cambridge, has been elected Mayor of that borough for the ensuing year. Mr. Peed was certificated in 1843, and fills the office of clerk to the Lord Lieutenant of Cambridgeshire. He is the senior partner in the legal firm of S. & W. Peed, of Cambridge.

Mr. WILLIAM HUGGINS, solicitor, of Exeter, has been appointed by W. Rookes, Esq., the newly-appointed sheriff of that city, to be his under-sheriff for the ensuing year.

Mr. FREDERICK LEIGH, solicitor, of Southampton, has been appointed by Arthur Andrews, Esq., the newly-appointed sheriff, to be under-sheriff of Southampton for the ensuing year.

Mr. WILLIAM LANCASTER, solicitor, of Bradford, Yorkshire, has been appointed a perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the West Riding of the county of York.

GENERAL CORRESPONDENCE.

MEASURE OF DAMAGES FOR NON-DELIVERY OF GOODS.

Sir,—In an action tried at the Manchester County Court yesterday, the judge, J. A. Russell, Esq., Q.C., laid down that in an action for not delivering goods, the plaintiff is not entitled to recover the difference in market price at the time the contract is broken, unless he has actually purchased in the market, to supply the place of the goods which ought to have been delivered.

The ruling took me by surprise, and I have not been able to find any authority for it, but his Honour's authority on matters of contract is itself of such force, and it is so desirable that if such be the law, it should be more extensively known, that I venture to ask you to allow the ruling to be stated in your columns, and if any of your correspondents can refer you to a case supporting the dictum, I should be glad if he would do so.

Manchester, Nov. 16.

JNO. COOPER.

[We do not feel clear as to what the precise ruling in this case was, and our correspondent will do well to supply the facts of the case. If the ruling was literally as stated, it was wrong. It is clear in these cases that if the plaintiff does not go into the market at once, but waits, and the market rises meanwhile, he can recover only the difference between contract price and the market price at time of breach, and not the *extra* difference of the subsequent rise; while if the market should fall in the interim, instead of rising, the defendant will get the benefit of the fall. But when the plaintiff delays his purchase at the request of the defendant, and the market rises meanwhile, it was held, and reasonably, in *Oyle v. Earl Fane* (L. R. 2 Q. B. 275) that plaintiff can recover for the extra difference between the price at date of breach and the price at which he ultimately buys. Perhaps there was an element of this sort in the present case.—Ed. S.J.]

Sir,—Allow us to correct a slight inaccuracy which occurs in your review of the "Law of Copyright in Works of Literature, etc.," by Walter Arthur Copinger, in your number of the 12th inst. Mr. Phillips' work on the same subject was not, as you state, issued by the publishers of Mr. Copinger's book, but by your obedient servants,

STEVENS & SONS.

[We were misled by the similarity between the nomenclature of Stevens & Sons and Stevens & Haynes.—Ed. S.J.]

Amongst the names of those who have been called to the bar this term is that of Mr. George Royle. This gentleman has been a navigating officer in the Royal Navy, a master in the mercantile marine, and a Trinity House pilot. We understand that he left her Majesty's service with the intention of practising in the admiralty courts.

OBITUARY.

MR. H. W. BENTLEY.

Mr. Henry William Bentley, solicitor, of Brighton, died there on the 8th of November, in the fifty-second year of his age. His father, Mr. William Bentley, was a solicitor and conveyancer, of Hitchin, Herts, and Mr. H. W. Bentley himself practised in that town for some years after his enrolment as an attorney, in 1839, exercising the functions of a Master extraordinary in Chancery and also of a Commissioner for taking affidavits. About the year 1856 he removed to Brighton.

SOCIETIES AND INSTITUTIONS.

THE INCORPORATED LAW SOCIETY OF LIVERPOOL.

On Wednesday, the 2nd inst., the annual meeting of the Incorporated Law Society of Liverpool was held in the rooms of the Law Association, Mr. Maurice J. Hore, president, in the chair. Amongst the gentlemen present were—Messrs. E. Whitley, Norris, Bird (hon. treasurer), Jevons, J. Yates, Thornley, E. Banner, Fisher, Cleaver, Lowndes, Bellringer, Yates, jun., Eden, Gill (vice-president), Albert T. Wright (hon. secretary), T. E. Paget, R. A. Payne, Newton, Thomas Martin, Riley, Biggs, Layton, Lomax, Jenkins, Morgan, J. E. Gray, Hill, Nicholson, Rowe, Frodsham, &c.

The annual report was presented, from which we take the following:—

"At present the society numbers 186 members, an increase of nine upon the preceding year. The library has been frequented by an increased number of members, and the circulation of the books has largely augmented. Before passing in detail to the measures that have come before Parliament, the committee desires to recognise the attention the local members have bestowed on all subjects upon which the committee have sought their opinion and assistance. The committee have to congratulate the society on the passing of the Act for the establishment of a local registry in Admiralty in Liverpool. The advantage of a registry of the High Court of Admiralty will be understood by all members of the society who have had any practice in that court. The Act passed in the last session is not as extensive as the bill the committee had hoped would become law. A bill was framed by the committee upon a wide and comprehensive basis, for the purpose of establishing local registries of the High Court throughout the sea-ports of England and Wales, and was at the commencement of the last session brought by Mr. Graves, in that form, into the House of Commons; but at the instance of the law officers of the Crown, the bill had ultimately to be altered, so as to confine its operation to Liverpool alone. During the progress of the measure through Parliament, several clauses in the bill as originally drawn, and which gave power to the district registrar to hear and determine suits for wages, small salvage suits, claims under £300, and any claims by consent of parties, were withdrawn to ensure the passing of the bill, which, even in its present mutilated state, will be found a boon to the commercial community. Early during the session Lord Sandon, at the earnest request of the committee, called the attention of the House of Commons to the decision in the case of *Bolton v. The Commissioners of Inland Revenue*, 18 W. R. 351. The committee were prominent in representing to the House of Commons through Lord Sandon, who energetically took the subject in hand, the injustice of the decision. The representations made by this and other law societies to the Government on this subject resulted in obtaining the Act intitled—'An Act to Declare the Stamp Duty Chargeable on Certain Leases, 33 and 34 Vict. c. 44,' whereby it is enacted that existing leases or any thereafter to be made, for any consideration or considerations in respect whereof they are chargeable with *ad valorem* duty; and in further consideration either of a covenant by the lessee to make, or of his having previously made, any substantial improvement of or addition to the property demised to him, or of any usual covenants, shall not be deemed to be or to have been chargeable with any stamp duty in respect of such further considerations. This provision has now been embodied in the Stamp Duties Act, 33 and 34 Vict. c. 97, sec. 98, par. 2. The committee regret that the bill on the subject of attorneys' and solicitors' remuneration, promoted by them and introduced last session by Mr. Rathbone, was not allowed

to become law as it stood. The Act as it now stands on the Statute Book, while enabling an attorney or solicitor to fix his remuneration by agreement in writing with his client, prohibits the attorney from receiving the amount payable to him under any such agreement, if for business done in an action at law or suit in equity, until the agreement has been examined and allowed by a taxing officer of a court having power to enforce the agreement. The taxing officer may require the opinion of the court or a judge to be taken thereon; and such Court or judge shall have power to reduce the amount payable under the agreement, or to order it to be cancelled. On any application to enforce an agreement under this Act, the Court or judge may declare the agreement void with or without the costs of the application; and the Court or judge may, within twelve months after payment of the amount agreed upon, re-open such agreement, and order the refunding by the attorney or solicitor of the whole or any part of the agreed-upon amount. It is made obligatory to lay any agreement made with any guardian, trustee, or committee before the taxing officer prior to payment." The report then went in detail into the advantages conferred by the Act; and it next called attention to the fact that the Judges' Jurisdiction Act had become law. "Mr. Shaw Lefevre brought in a bill to amend the Acts relating to merchant shipping and navigation. The committee held numerous meetings upon the subject of this bill, and took combined action upon it with the Chamber of Commerce and other mercantile bodies, and at the request of the Chamber of Commerce attended meetings of a body of delegates from the chamber, and other mercantile associations, to consider the clauses of the bill. This joint committee produced a report; but the bill itself, although it passed through a second reading, was withdrawn. An improved measure on this subject will doubtless be submitted to the next session of Parliament. By the Absconding Debtors Act, 1870, the power of arrest given by the Debtors Act, 1869, is enlarged, by allowing the Court of Bankruptcy to cause a debtor to be arrested at any time after the granting of a trader debtor summons against him, and before a petition of bankruptcy is presented, if satisfied that there is reasonable cause to suppose that he is going abroad to avoid payment of the debt for which the summons was issued, or to avoid appearing in the Bankruptcy Court. The committee have reason to think that the Act of last session upon Common Pleas at Lancaster has conferred a great boon upon the public and profession in Liverpool. The rules framed under it have been found to work well, and by further rules, which came in force on the 1st October, 1870, additional facilities have been given to the Court in the case of foreign writs. A bill was introduced last session, by the Government, intitled, 'An Act to Facilitate the Transfer of Land,' and it was subsequently abandoned. This bill met with the most careful consideration of the committee. As to the wisdom of many of its provisions the committee entertain grave doubt; but as it is not likely to pass into law, except with considerable modifications, the committee will only here express their conviction that a measure such as the one now under consideration should only be presented to Parliament after having been previously and carefully moulded by the hands of well-known conveyancers in both branches of the profession, selected and paid for the purpose. The committee would strongly protest against any measure which should make it compulsory on an owner to place his property on the register in the first instance. Prominent among the Acts of last session, in its being remarkable for the alteration of law, is the 'Act to Amend the Law Relating to the Property of Married Women.' The Act opens with a clause boldly declaring 'that the earnings of any married woman in any employment, occupation, or trade in which she is engaged, or which she carries on separately from her husband, and also any money or property so acquired by her through the exercise of any literary or scientific skill; and all investments of such wages, earnings, money, or property, shall be deemed and taken to be property held and settled to her separate use.' It provides also that any married woman may apply to the Commissioners for the Reduction of the National Debt, the Governor and Company of the Bank of England, and the Governor and Company of the Bank of Ireland, the directors and managers of any incorporated or joint stock company, the committee of management of any industrial and provident society, and the trustees of any friendly society, benefit building society, or loan society, duly registered, certified, or enrolled, that any interest she

may have in funds for which they are trustees may be registered in her name; and directing that any personal property not exceeding £200 coming to a married woman, and the rents and profits of real property descending upon any woman, as heiress of an intestate, shall be her own. The 9th section gives indefinite power and jurisdiction, subject to appeal, to the judge of a county court, as well as the High Court of Chancery, to deal with any question between husband and wife as to any property declared by the Act to be the separate property of the wife. The Act empowers a married woman to effect a policy of insurance upon her own life or the life of her husband for her separate use; to maintain an action in her own name for recovery of any wages, earnings, money, and property, by the Act declared to be her separate property. It is also provided that in marriages occurring after the passing of this Act a husband shall not be liable for the debts of his wife contracted before marriage. And any woman having separate property is made liable to the parish for the maintenance of her husband and children. The Stamp Duties Act, which is a comprehensive summary of the law relating to the stamp duties, will come into operation on the 1st January, 1871. The chief alterations are as follows:—A curious change has been made as to settlements of policies. After enacting (in accordance with the previous practice of the Stamp Office), that the settlement is to be stamped with *ad valorem* duty, in respect of the money secured by the policy (and not with its present value) a proviso follows that, where there is no provision made for keeping up the policy, the duty is to be charged only on the present value. The effect of this will probably be that the covenant to pay the premiums will often be omitted to save the duty. Collateral securities and instruments of further assurance of mortgages, and also reconveyances, are made subject to an *ad valorem* duty of sixpence per £100 in lieu of the old duty. This change is similar to the one introduced in 1865 as to transfer of mortgages. The old deed stamp of £1 15s. and the power of attorney stamp of £1 10s. are reduced to 10s. The much-complained-of and ridiculous tax on the length of deeds is removed, as progressive duty is wholly abolished. Early in the year the committee came to a resolution upon the 29th section of the Bankruptcy Act, 1869, that whilst they conceded that it might be expedient in certain exceptional cases that the solicitor should take the office of trustee, they did not think it advisable as the general rule in Liverpool, that the duties of legal adviser and accountant should be performed by the same person. At the same time, knowing what an advantage this decision would prove to the accountants as a body, and the power that would be placed in their hands, the committee, with the object of defining the relative duties of an accountant and attorney, requested the leading accountants' firms of this town to meet them and discuss the subject of the resolution. The accountants attended a conference with the committee, the result of which we have every reason to think satisfactory. The accountants have since incorporated themselves under the title of 'The Incorporated Society of Liverpool Accountants.' This society will be able now to communicate with that one, in the event of any breach of the honourable understanding existing between it and the Society of Accountants as to the province of the members of the respective professions. The committee beg to record their thanks for the kind consideration of the judges of the county courts, in arranging the attendance on stated days, at the old Bankruptcy Court in South John-street, for the hearing of admiralty and bankruptcy applications; for the willingness with which they have proposed to meet the convenience of the profession in important cases, by hearing them in South John-street; and for the convenience afforded by taking interlocutory applications in the morning. The question of a central site for new county courts, and for the local registries of the various courts, has much occupied the committee, who have felt the increasing evils of having the County Court Registry and the various registries of the local courts scattered through the town. The committee desire to see a building capable of accommodating all these under one roof. They have had an opportunity of consulting the wishes of the Government upon the subject. Many sites have been examined, and a site and plans have been approved of by the committee to submit to the Government; and, if adopted by them, the committee hope that before very long the county courts and all the local registries will be in the centre of the town. The question of a law

university, so ably brought before the public by the papers of Mr. Jevons and Mr. Lowndes, is still under discussion. An association, called the Legal Education Association, has been formed for the purpose of promoting this object, and, with so eminent a member of the profession as Sir Roundell Palmer as president, much good may be expected to result."

The CHAIRMAN, in moving the adoption of the report, said:—"Gentlemen, in moving the adoption of the report before you I may be permitted to detain you a few moments while glancing at some of its contents. Firstly, we have that sad catalogue, our annual obituary; how sad we all feel when it records the deaths of Mr. Ambrose Lace, Mr. Dodge, Mr. Ewer, and Mr. Edward Ward, all able, genial, well-known men, whom we were in the habit of meeting constantly, and whom it was always a sincere pleasure to meet. Passing from this it is matter of congratulation that we continue to increase our numbers, and that the younger members of the profession are eager to join us, showing thereby their emulation to uphold honourable professional conduct and good feeling, which this society was mainly founded to foster. That we have not been unwatchful of professional conduct and the society's power to visit misconduct, sufficiently appear from the report. During the past year the committee have had the pleasure to see become law two bills originated by them, and which they have been most active in promoting. I allude to the Liverpool Admiralty District Registrar's Act, and the Attorneys' and Solicitors' Remuneration Act. The first of these—the Admiralty District Registrar's Act—cut down from its primal dimensions, is now confined to Liverpool and its not yet defined district, and has had eliminated from it many useful clauses which the committee were anxious should become law, and which are mentioned in the report. Our endeavours, indeed, at one time were directed beyond the useful clauses enumerated in the report, and went to secure here the attendance of the judge of the High Court of Admiralty for trial of causes on the spot. The Act as it stands had ultimately to be put up with as an instalment, and bears in itself grotesque evidence that it is a ruin, containing provisions referring entirely to the excised matters. The Attorneys' and Solicitors' Remuneration Act will probably come to be felt as a great boon to the public and the profession, degradingly clogged though it has been with supposed safeguards for the client, most of which are meant to imply that after all an attorney is sure to try and rob his client; but it admits the principle of agreeing as to our charges with our clients, either by time, per-centage, a gross sum, or as may seem reasonable. This will to some extent revolutionise our present charges; and the committee have appointed a sub-committee to examine this subject, a paper on which, containing some valuable suggestions, was read by our vice-president, Mr. Gill, at Bristol, at the meeting of the Metropolitan and Provincial Law Association. The exertions of the committee have also instigated the presentation to the House of Lords, by the Chancellor of the Duchy, of a bill for the division of the clerkship of the peace for the county. This, it is hoped, will become law during the next session. At present the office is held as a sinecure, by a gentleman of whose existence very few until lately were aware. The committee have been much and anxiously engaged during the year on the High Court of Justice Bill, the Appellate Jurisdiction Bill, and the Land Transfer Bill. They have had conferences on one or other of these measures with the different law societies of Manchester, Birmingham, Newcastle, and Leeds; and the cordial manner in which these various societies have worked together on the important measures of the session—even when, as in the case of the Manchester Society, they agreed to differ on particular points—has suggested to the committee the desirability of an organisation by representation of the various important provincial law societies—an organisation which would be more easily put in motion and manipulated, and would more thoroughly represent the wants of the large provincial centres than does the Metropolitan and Provincial Law Association. Our society has reason to be proud of the very able papers which came from the pen of Mr. Jevons, in connection with the High Court of Justice Bill, and also in answer to the questions issued by the Judicature Commission—papers which have everywhere been spoken of with the greatest praise, as admirable for the lucid and logical enunciation and development of the reforms which they support. The

Chamber of Commerce and the other law societies above named joined with us by deputations, accompanied by the local members of Parliament, in urging on the Ministry the passing of the High Court of Justice Bill, and the various law societies above named also joined us in deputation to the Lord Chancellor on the same subject. Constant correspondence has also passed on the important matters of the session between the law societies named, and it would appear that a closer organisation for mutual conference and assistance would be not only useful but easy. On the subject of the transfer of land, Mr. Eden prepared a very able paper as to the registration of assurances by the aid of a land map, for which we owe him many thanks. The committee have been a good deal occupied with the subject of county court and local court registries' site, and hope they are now in a way to solve the difficulty. These and other matters named and unnamed in the report before you have constantly and earnestly occupied the committee during the past year; and in presenting their report they feel that, though the results of their labours may not be what they would have desired, they have all done their utmost for the welfare of the society by promoting useful and necessary legislation, by careful suggestions on the bills before either House of Parliament which fell within the committee's province, and by the conscientious discharge of such other useful labours as came within their sphere. Gentlemen, I have great pleasure in proposing 'That the report of the committee be adopted, and be printed and circulated in the usual way.'

Mr. ISHAM H. E. GILL, the Vice-President, seconded the motion, in which he heartily concurred.

The resolution was carried unanimously.

The CHAIRMAN moved the adoption of the accounts, which showed that the total revenue had been £584 16s. 9d., leaving a balance due to the treasurer of sevenpence.

Mr. GILL, in seconding the motion, said that during the year £60 and upwards of accounts properly belonging to the preceding year had been paid off, so that their finances really stood in a gratifying position.

The motion was agreed to *nem. dis.*

The CHAIRMAN, in moving a cordial vote of thanks to the hon. members of the borough and division of the county, and to Mr. Laird, M.P., paid a high tribute to the hon. gentlemen for their courtesy, ability, and intelligence, in aiding deputations to the Government to accomplish the objects they had had in view, and also in passing useful measures through Parliament. He therefore thought they were bound to return their cordial thanks to those gentlemen, and especially to Mr. Graves, Lord Sandon, and Mr. Rathbone, the members for the borough.

Mr. JOHN YATES concurred most cordially in the eulogiums and kind and proper observations of the chairman, whose motion he had great pleasure in seconding. No political distinctions were known by the Law Society of Liverpool; and he could therefore say that if he were asked to distinguish between the goodness and attention of all the gentlemen to whom the resolution referred, he should find it impracticable to do so. They were always ready and willing to give their assistance and advice on all occasions.

The motion was carried by acclamation.

Mr. EDWARD BANNER moved "That the cordial thanks of this society be presented to the officers and committee for their services during the past year." (Applause.) It was scarcely necessary for him to say one word on the resolution, for it was well known by every member of the society that the duties of the committee and officers were by no means light, and that those duties had been discharged during the past year with extreme vigour and great success (Applause.)

Mr. THORNTON seconded the resolution, and in doing so said only those who had filled the different offices in connection with the society could tell how laborious they were, and they seemed to be increasing year by year (Applause.)

The resolution was carried unanimously.

The President, the Vice-President, the Hon. Secretary, and the Treasurer returned thanks, Mr. Albert T. Wright observing that he was sorry that, owing to other duties, he could not continue to fill the office he had held during the past year.

Mr. JEVONS said he had a resolution to propose which was not in strict connection with the business of their ordinary annual meeting, but he presumed it had been placed in his hands to enable him to make a few remarks upon it with the view of recommending it to their support. The resolution was as follows:—"That the society desire to recom-

mend to the support of the members the Legal Education Associations which had been formed under the presidency of Sir Roundell Palmer with the following objects:—First, the establishment of a law university for the education of students intended for the profession of the law; and, secondly, the placing of the admission to both branches of the profession on the basis of a combined test of collegiate education and examination by a public board of examiners." He thought that resolution was a proper subject to be introduced, for two reasons. The first was that owing to the labours of a society which was the chief representative of the Liverpool branch—he meant the Incorporated Law Society of the United Kingdom—the education of the attorneys and solicitors had advanced at a far greater rate of improvement than in the other branch of the profession. In their own branch alone was there anything like a test of legal acquirements before admission, and therefore when a movement was made to extend that test to both branches of the profession he thought it was worthy of their support. (Applause.) He stated that the proposed society originated in a suggestion made by that society and it that room, and that it was launched at a meeting held in Lincoln's Inn Hall in June last. He thought that the very fact of a meeting being held in that place, and attended and conducted by barristers and attorneys alike, was a very important sign, showing as it did an improvement in the relation existing between the two branches of the profession. The original idea was to form an association having among its objects the removal of the impediment at present existing to the appointment of attorneys to the county court judgeships and other legal offices; but when the two branches joined it was thought desirable to drop what were known as the Leeds resolutions, and confine themselves to the points of a proper legal education, and a proper public examination, before admitting to either branch of the profession. He added that as the pecuniary expenses attending the agitation of the question would be considerable, he hoped the movement would receive adequate support.

Mr. LOWNDEN, in seconding the resolution, said he might mention that the members of the bar were considerably astonished to find the unanimity which prevailed among the attorneys in the provinces. The Law Association of Manchester had sent a donation of fifty guineas towards the object in view. When they remembered that the proportion of attorneys to the members of the bar was as 12,000 to 4,000, he hoped that they would agree with him that three attorneys to every one barrister ought to become members of the proposed association.

The resolution was carried unanimously.

Mr. R. A. PAYNE moved, and Mr. EDWARD WHITLEY seconded, a cordial vote of thanks to the chairman for presiding; and the vote having been suitably acknowledged the proceedings terminated.

LAW STUDENTS DEBATING SOCIETY.

At the meeting of this Society, on Tuesday, the 15th inst., Mr. E. C. Harvie in the Chair, the question for discussion was No. 460 legal: "A., a married woman, effects a policy of assurance on her own life for her separate use, and dies without having disposed of it by deed or will, leaving her husband surviving. Is the husband entitled to the proceeds of the policy, without taking out administration to his wife's estate?" Mr. Munton opened the debate in the affirmative, and the question was decided in the negative by a large majority.

THE LORD JUSTICE CLERK ON LEGAL EDUCATION.

On Tuesday fortnight a course of lectures to be delivered under the auspices of the Edinburgh Juridical Society was opened (in the Masonic Hall, Edinburgh) by the delivery of an address on "Legal Education," by the Lord Justice Clerk (Lord Moncrieff).

We extract the following from a report published in the *Scotman*:—

And now I turn to the practical exercise of the profession, and the intellectual mechanism by which knowledge thus acquired is to be made practically serviceable. And, first, of the dialectics, the logic and reasoning of the law—that is, the chain by which the student is to bend his learning to the affairs of the world. Now, I have already said that our craft—I mean the craft of the lawyer—is certainly not

popular outside its bounds. I stumbled the other day upon what I think the most amusing representation of us that I have ever happened to read. It is in Erasmus' "Praise of Folly." Folly is lecturing an audience as large, I suppose, as the present and, among other things, it is the business of Folly to prove that all learning is folly, and that the greatest fools are the most learned men. She says this:—

"Proximus his datur locus leguleis quorum professionem, ne quid ipsa pronunciam, velut asinam philosophi magno consensu ridere solent; sed tamen horum asinorum arbitrio maxima minimaque negotia transiguntur."

That is to say, she does not make any observation upon the lawyers, for all with one consent ridicule that as a truly asinine profession; "but still," she says, "to those donkeys is committed the determination of all things, whether great or small." And that showed an amount of sagacity on the part of Folly which I think was exceedingly creditable, for it is the fact—let the outer world sneer at lawyers as they like—that all things large and small are in the end committed to their hands. I find that in Burke's work, in vindication of natural society, he deals very severely with lawyers. Giving a history of natural society and how it gradually degenerated into political society, he says:—

"New laws were made to expound the old, and new difficulties arose upon the new laws: as words multiplied, opportunities of cavilling upon them multiplied also. Then recourse was had to notes, comments, glosses, reports, *responsa pendendum*, learned readings; eagle stood against eagle; authority was set up against authority. Some were allured by the modern, others revered the ancient. The confusion increased. The mist thickened, until it could no longer be discovered what was allowed or forbidden. Let us expostulate, he continues with these learned sages—these priests of the sacred temple of justice. Are we judges of our own property? By no means. You, then, who are initiated into the mysteries of the blindfold goddess, inform me whether I have a right to eat the bread I have earned by the hazard of my life or the sweat of my brow. The grave doctor answers me in the affirmative; the reverend serjeant replies in the negative; the learned barrister reasons on one side and on the other, and concludes nothing."

That was Burke's notion of the legal profession. His master Bolingbroke, had a wider grasp and better appreciation of the matter. He speaks with the greatest contempt of the legal profession as it was then, but he adds:—

"Till this happen, the profession of the law will scarce deserve to be ranked among the learned professions; and whenever it happens, one of the vantage-grounds to which men must climb is metaphysical and the other historical knowledge. They must pry into the secret recesses of the human heart, and become well acquainted with the whole moral world, that they may discover the abstract reason of all laws; and they must trace the laws of particular states, especially of their own, from the first rough sketches to the more perfect drafts—from the first causes or occasions which produced them, through all the effects, good and bad, which they produced."

There Bolingbroke plainly indicates that he saw that whatever justice there might be in the severity of such criticisms as those of Burke, it was not traceable to the profession, but to the abuse of it. The passage I have read contains really the germ of a great deal of what I have been saying to-night, for he had grasp enough to see that the profession of the law necessarily requires for its highest exercise and cultivation not merely a knowledge of the particular laws of a particular country, but a general and wide grasp both of history and of philosophy. But notwithstanding all that Burke says about the differences of lawyers, I do not think he would have found more consonance of opinion among the professors of any other branch of human intellect, however well he had searched for it. Why, doctors have differed from the time of Job downwards, and the more scientific and abstruse the subject the more bitterly the doctors upon it generally fight. I do not suppose, if you take any system or any school of philosophy, that you would not find it was full contention. In the system of science there is quite as much uncertainty as there is in the system of law—indeed a great deal more. I venture to say that we are not only much more harmonious among ourselves on the floor of the Parliament House than some other professions, but that our system and our science is more consonant with itself, and there are fewer real disputes upon fundamental matters in the law than in almost any other branch of human knowledge. It is only this, that the differences of

opinion between lawyers come so close home to all our social relations, and tell so greatly upon domestic comfort and personal rights, that such differences of opinion assume much larger proportions in consequence of their practical application, than if they were occurring in a more scientific and theoretical dispute. But then, we are met upon the threshold with the old and vulgar notion that the part of a lawyer is after all an unworthy one, and that truth and falsehood find no place at all in his vocabulary and in his science. In one sense that is perfectly true, because law is not conversant with truth and falsehood in that sense. It might no doubt startle the legal ear, and give a triumph to outside cavillers, to say that law was a denial of justice; but in one sense law is a denial of justice, for law is average justice. Law is the general rule made beforehand to embrace a given category of circumstances, and of course a great many instances must arise where circumstances are found to be within that category, although if the case were decided upon the rules of abstract justice it might not be so. Therefore, the lawyer is not conversant with abstract justice or even with concrete justice as applied to the particular case. His business is an operation of pure reason, and nothing else. He is given a certain set of facts, and the question with him is, under what legal category do these facts fall? So far from it being part of his business to misstate facts, he cannot execute the necessary operation if he does misstate them, because his business is to find the legal category into which the law will confine the facts; and the moment he begins to travel out of the facts, and to state something that is not the case, why, then the whole problem vanishes. He is not assisting or aiding in the work at all; so that it would not only be absurd for a lawyer to falsify facts, but it is no part of his province to do anything but state the facts as they are. Inaccurate statement of fact is just as bad as inaccurate reasoning in logic. Both the statement of the fact and the deduction of the reason are the weapons with which he works, and therefore I say that the vulgar idea that the lawyer has no conscience, and that his business is to make the worse appear the better reason, proceeds on a mistaken apprehension of what the true function of the lawyer is. The worse cannot appear the better reason, because that is the better reason which the judge approves, and that is the worse which he disapproves; and there is the end of it. It is the exercise of the intellectual faculty in order to understand within what category of law, prescribed as a general rule, the particular circumstances come. I have thought it necessary to say this, because the prejudice undoubtedly exists in the minds of misinformed persons that there is some temptation to dishonesty in the practice of the law. Now, I do not mean in the least to say that a lawyer cannot be dishonest. The lawyer who has mistaken his vocation, or the knave who has made the law his vocation, may undoubtedly exercise his knavery within the pale of the law, as he would have done outside of it. There may be nothing in the law to prevent it, but I say that that is not incident to the profession, that honesty is necessary to the profession, and that no man can make a successful lawyer who is not scrupulously accurate in his dealings with facts and circumstances, not from any moral superiority, because I do not carry our exaltation so far as that—I do not claim for lawyers any moral superiority over those outside—but I say his position makes honesty one of the tools with which he must work, and he will work in vain unless in that way. But so far from its being a profession tending to demoralise or lower the moral tone, so far as truth and falsehood are concerned, it is exactly the reverse. I am sure that every one who is conversant with the active practice of the profession would entirely endorse what I say. I see there is to be a course of equity. Equity is doubtless intended to balance the partial injustice which all law must necessarily imply; but after all equity does not reduce it to abstract justice, for equity is nothing but a law made beforehand to fit special occasions. You must have principles of equity as well as principles of law. We do not dissociate the two systems, but we administer the equity along with the law, and give the relief which equity requires when the law appears too stringent, and not in the individual case. The equity comes out as much ruled by rule, as much bound by regulation, as much prescribed by authority beforehand, as the law which it is intended to mitigate. Now, viewed in this light, what exercise of the human faculties can be more noble or exalted—what science more attractive to the intellectual—what philanthropy, I take leave to say, more

servent to the heart? Nursed in the very cradle of human life, trained in the deepest recesses of human reason, conversant with all that science and philosophy can teach, and binding these by an indissoluble chain to the daily wants, and cares, and enjoyments, and sympathies of social existence, the law is a science which we may well be proud to follow. Nor let it shame you to be enthusiastic in that noble profession. It is, no doubt, sometimes galling to the quick and sensitive spirit to find one's self restrained by the fetters that appear to be a barrier between you and your search after truth. I do not know that it is a bad frame of mind for the ardent disciple of the law, when he gets his first case and thinks his client is right—as he is pretty sure to do—and works himself up to considerable indignation because the precedents and the principle and the Court are against him; I do not think it is a very bad frame of mind when he feels that after all the law is only another term for injustice. It is a step to that power of concentration which is in reality the secret of success. But when the first disappointment is over, and he begins to look around him, and sees better how the circumstances of his case fit into the general rule, he will speedily discern that what would have been justice if applied in his case, would have been injury and injustice to many others. People talk of enthusiasm about law as being a very absurd idea. A man will say that the gifts of the law are golden; but as to getting enthusiastic about your cases, that is absurd. I do not see any absurdity in it. A man may just as well be enthusiastic about a point of law as about any scientific mania which people run after. You have a man going about staring at the stars, or grovelling in a sandbank, or burying himself among field flowers, or going to the other end of the world to see an eclipse, and perhaps not seeing it after all, or diving down to the recesses of the deep—a hundred fathoms down—to get pieces of antiquated life hardly worth having when they are got. And these are the people who think they may sneer at us if after all we become enthusiastic in a profession that brings not only so much of cultivation but of excitement, and leads us through so many chequered scenes of the lights and shadows of human life, and bestows so much power on us for good, and teaches us so many lessons of misfortune, and turns before our eyes so constantly the varied kaleidoscope of life. Without going so far as Sir Walter Scott goes in his sketch of Peter Peebles I see no reason why the law should not be as attractive a study, and should not take as strong a hold upon its votaries, as any of the other branches of intellectual cultivation. In this matter of legal logic and dialectics, however, it would be well that the student devoted more attention to the subject as an important, and difficult, and technical art. The whole excellence of the profession depends on accurate induction or deduction, so as to bring into harmony the precise state of circumstances with which the practitioner has to deal, and the general principles and precedents with which his memory is stored. Now, the first and necessary step in this process is one humble enough and simple enough, but which, I think, may well be impressed upon the mind of the student of law—namely, that you cannot make bricks without straw; you cannot build accurate logic without facts. The first thing the practitioner has to do is to study his facts accurately and thoroughly, and yet I suspect that that is just one of those things which a young student very often does not do. He gets impatient, he wants to be at his legal enemy, and so rushes at him before he has well marshalled his facts. Now, he must master that completely; he must become acquainted not only with the leading facts, but with the rank and file of his facts; for we have known many instances where, at the very end of a case, after it had perhaps dragged its weary way through too many tribunals, some fact, little in itself and little regarded, has suddenly come to the front and utterly upset all the calculations of practitioners, and became the first and turning point of the case. Now that is not at all a rare thing. It is the commonest of all things, and it arises from this: that a lawyer, whoever he is, looks to the general result of his facts, but does not study them in detail. Now, not only must the lawyer accurately know those circumstances to which he is going to apply his knowledge in the way of legal reasoning, but he must know before he begins how they all tend and relate to the general legal propositions which he intends to maintain; he must see their relation to the law. A man, when he first begins his case, when he is going to make his record, must not merely tumble his facts wholesale into this process, but he must sift them well and

see how the statement of the middle term, the statement of the bare fact, will tend to support the conclusions which he has—namely, the pleas in law. I shall now go on to speak of the contest, and that brings me to my third head—namely, public and forensic speaking. But it is quite obvious that I cannot enter upon that topic. I can only say a word or two upon what legal reasoning should be. I think the habit of accurate reasoning, being the mainspring of the profession, whether in the arena of forensic contest or in the retirement of the professional room, is perhaps deserving of more systematic study than it receives. In the former case—I mean the reasoning at the bar—it is the science of convincing, and I am not sure people always keep in mind sufficiently when they are pleading a cause that they are trying to convince. I have found from experience that there is a great difference between convincing and being convinced; but I can say from experience how great is the real enjoyment of the audience or judge in a compact, well-reasoned, artistic series of thoughts, pursued in systematic and symmetrical order—piling up gradually from small beginnings a fabric of increasing conviction, till the whole is triumphantly crowned with the desired result. Now, exercise in that faculty is only to be acquired by systematic study of it. I cannot at this moment—as I think might very properly be done in some of the lectures of your impending course—go a little into the rules of legal reasoning, and what is required, and what should be avoided. I only say that it ought to be studied; that it does not do to learn simply, as a matter of course, that a speech should have a beginning, a middle, and an end, and that the man who speaks it should know exactly what the beginning, the middle, and the end are to be previous to its delivery. As to forensic speaking, what I would recommend is the advice of Cicero, who says there are five lights of oratory—*dilectum breve, probabile, illustre, et suave*—that is to say, that a speech should be clear, should be short, should be well reasoned, should be elegant, and should be persuasive. I hear a great many speeches. Many of them are very clear; many of them are very well reasoned; some of them are not very short. I would recommend to those who are studying for the profession the two qualities which are the rarest. I mean that elegance in composition and systematic arrangement, are, perhaps, rarer qualities than the greater ones of sound reasoning, clearness of argument, and sometimes, if not always, brevity. But I must draw to a close. I am speaking to many who are but entering on a course of life which takes me back six-and-thirty years, to a time when Jeffrey had but just exchanged his critical and forensic laurels for a not less brilliant judicial career; and when the great masculine and powerful intellects of that great circle of Scottish lawyers were the delight and astonishment of the juniors of the bar. Well might we admire them, for certainly never was the profession more elevated or illustrious than in their hands. That they were great lawyers was not the greatest of their merits, for in all the acquirements which adorn the intellect or enlarge the heart, they were the centre and attraction of the country they adorned. In these recent decorations—the new memorial windows in the Parliament House—the work mainly of the energetic treasurer of the Faculty, we may read the memorial of the past as it was when I first entered the profession. How many changes have passed in review since then, how many come and gone, how many lights extinguished, and brilliant prospects quenched! One, all too recent, in this discourse, I cannot refrain from recalling—one who fell in the heat of the battle with his harness on his back, with all his intellectual armour at its brightest, overpowered by an impossible task. Had Edward Maitland lived, I might have pointed to him as combining in a rare degree the graces and accomplishments which have been my theme to-night. Enthusiastic, yet judicious; learned, without a tinge of pedantry; not less severe in logic than fertile in resource; armed at all points—for all service—filled with admiration for the noble, and with scorn of the base—he presented as faithful a reflex of the dignity and honour of our craft as the bar of any country ever furnished. Long will his memory be cherished, and long shall we mourn his irreparable loss. But one word at parting to those to whom these six-and-thirty years have given me the privilege of tendering counsel. Themis is a capricious deity. She is blind, not only to her victims, the clients, but to her votaries, the lawyers. The race is not always to the swift on the boards of the Parliament House. Come armed as you may, some must encounter the wearing influences of hope deferred, and be tempted to feel as if the

tide had left them with the full current of prosperity running on either side. Still will your legal education, carried out on that enlarged and liberal scale, be found your best endowment. There is no department of intellectual eminence in which we cannot point to master minds culled from her ranks—who, failing to make their way, as they wished, along the trodden path, stormed the heights of Parnassus for themselves. But one thing my thirty-six years have taught me—that resolute will and honest labour seldom do fail; and that success, apart from the solid reward it brings, brings with it, too, the noblest endowment man can receive—power for good. To maintain the right against might; to vindicate truth against falsehood; to succour the oppressed, and redress the injured; to protect the poor man from the tyranny of the rich, and the rich man from the tyranny of the poor; to cultivate honour and nobility of soul in one of their proudest and highest walks—is the destiny of those to whom to-night I commend these desultory thoughts on legal education.

THE LORD CHANCELLOR ON NEUTRALITY.

The following passage, extracted from Lord Hatherley's recent speech at the Lord Mayor's dinner, is so good that it deserves to be perpetuated:—

"I cannot at this peculiar crisis avoid saying a few words on two subjects which lie uppermost in my mind, and in the mind, I think, of most of those who hear me. One of them, of course, is the war in Europe, which is filling us with the deepest anguish. I do not use too strong an expression when we reflect on the misery and woe now befalling those with whom we have been allied, and the no slight distress and suffering experienced, I believe, by those who, having the advantage in this great contest, feel it to be their duty—on which I pronounce no opinion at this time—to continue the misery and woe now being inflicted on our late ally. Considering, however, the impeachment that has been brought against the fairness of our neutrality, I would say, without fear of contradiction, and in the face of all the jurists of Europe, that we have observed the duties of neutrality with the utmost loyalty; and I have not the slightest doubt that when the present turmoil has ceased, and when there can be cool and calm reflection upon all that has passed, it will be acknowledged by those who may now be disposed to question it, that we have behaved with the strictest legality and the strictest impartiality towards both of the contending parties. It is, I know, most difficult for those in the position of neutrals to obtain credit from the belligerents for the fidelity with which they fulfil the obligations imposed on them by their neutrality, but I believe they must have been satisfied by the convincing arguments contained in the despatches of my noble friend the Foreign Secretary, that we have done nothing which the law of nations does not completely recognise and sanction. I do not wish for a moment to quarrel with the susceptibility of those who complain of our furnishing arms to one belligerent while it was equally open to the other to obtain them here if it had thought proper. During the Crimean war the party now complaining against us was a neutral, and many among us then thought that Prussia might have stopped the war if she had taken early measures for doing so. Prussia then furnished arms to our enemy, and in the excitement of the contest we took umbrage at her proceedings; but we had not, any more than she has now, any right to regard the furnishing of arms to a belligerent as a breach of neutrality, whatever might be thought of the friendliness or the unfriendliness of such conduct. I feel quite certain that when Germany is united, as we all wish to see her, by her own exertions and her own autonomy in arranging her own affairs, she will admit that her accusations against us are wholly unfounded. We cannot, of course, consistently with our neutrality, bestow a sympathy on the one combatant that we do not extend to the other; we are bound to avoid all partiality towards the one side or the other. We can sympathise with every nation seeking to establish its own autonomy, and also with those who stand on the defensive. We can sympathise again with those who require indemnity if they are injured, and with those who require the security that may be necessary for the future. But we cannot sympathise with those who may entertain, on this side or that, views of aggression or of mere military glory. I do not speak now of the German Government, but I regret to observe in the German Press a silly

taunt as to our being a nation of shopkeepers. Standing here in the midst of the largest commercial city in the world, I venture to say that commerce as we carry it on is not conceived in a selfish spirit, or founded on the base notion that we profit by our neighbours' disasters, but on the principles of free trade. And England, I hope, will in this sense continue a great commercial nation, studying the arts of peace."

A YEAR'S WORK OF THE JUDGES.

The highest judicial functionary in England, the Lord High Chancellor, sat judicially in the year 1869 on seventy days in the House of Lords, and on seventy-six days in the Court of Chancery. The Lord Chancellor's salary is £4,000 from the House of Lords, and £6,000 from the Court of Chancery. He has other public duties besides his judicial duties. Lord Romilly, Master of the Rolls, sat in 1869 in his court or at chambers on 166 days, and on the Judicial Committee of the Privy Council on eight days; his salary is £6,000. Lord Justice Giffard sat 130 days in Chancery, on thirty-three days on the Judicial Committee, and on two days to hear an appeal with the Chancellor of the Duchy of Lancaster; the Lord Justice also made 280 orders on reading petitions and reports in chambers. His salary is £6,000. Vice-Chancellor Stuart sat in court on 169 days, and on four days in chambers only; he also sat in chambers on fifty-seven days to dispose of business on a regular published list, and on many other days on particular cases without a regular list. Vice-Chancellor Malins sat in court on 172 days, and in chambers to hear summonses on fifty-seven days. Vice-Chancellor James sat in court on 172 days, and at chambers on fifty-seven days, and also sat some fifteen days in the long vacation as vacation judge. The salary of a Vice-Chancellor is £5,000 a-year. We pass now to the Common Law Courts. By some mishap, when the Parliamentary return from which these statements are taken had to be presented, no return had been received from the Court of Queen's Bench, and all that we can state is that the Judges had their usual salaries in 1869—the Lord Chief Justice £8,000, and the Puisne Judges £5,000 each. The Lord Chief Justice of the Court of Common Pleas sat on 216 days, and would have sat on eighteen more but for illness. Mr. Justice Willes sat in court or at chambers on 156 days, fifty-two of them being occupied with election petitions; Mr. Justice Byles sat on 175 days; Mr. Justice Keating on 208 days; Mr. Justice M. Smith on 207 days; Mr. Justice Brett on 218 days. The salary of the Lord Chief Justice of the Common Pleas is £7,000, and of a Puisne Judge £5,000; but these amounts are subject to a deduction for the expenses of two circuits, estimated by the Lord Chief Justice at about £550. The salaries in the Court of Exchequer are the same as in the Common Pleas. The Lord Chief Baron sat on 226 days; Mr. Baron Martin sat in court or at chambers on 297 days, 194 of them being occupied on election petitions; Mr. Baron Bramwell sat on 143 days; Mr. Baron Channell on 169 days; Mr. Baron Pigott on 195 days; Mr. Baron Cleasby on 216 days, he being Long Vacation Judge. The Judge of the Court of Probate and for Divorce and Matrimonial Causes sat in court to try probate causes on 77 days, to try divorce causes on 74 days, to hear probate and divorce motions on 34 days, and at chambers to hear summonses in probate and divorce causes on 34 days. He receives a salary of £4,000 as Judge of the Court of Probate, and of £1,000 as Judge-Ordinary of the Divorce Court. The Judge of the High Court of Admiralty of England sat in court or in chambers on 133 days, besides sitting on the Judicial Committee. The salary of the Judge of the Court of Admiralty is £4,000.—*Times*.

The will of Edward Pownall, Esq., proctor, Doctor's-commons, was proved under £3,000. The will of Lord Justice Giffard, P.C., was proved in London under £60,000 personality, by his brothers the Rev. Jervis T. Giffard and James C. Giffard, and Henry B. Carter, the executors. He has left to his clerk, E. Ingsen, £1,000 free. His law books and the furniture of his chambers he directs to be sold. To his wife he leaves an immediate legacy of £500 and the household furniture, together with a life interest over his property, which, after her ladyship's decease, is to be divided among his brothers Jervis, Carter, and James, and the two sons of his brother Henry. To his sisters he has left small legacies. The real estate given to his wife by Sir John Carter he leaves after her decease to his brother Jervis.—*City Press*.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

INNER TEMPLE, Nov. 17.—Paul Ferdinand Willert, M.A. Oxford; Henry Bargrave Finnelly Deane, B.A., Oxford; Philip Howard Smith, B.A., Cambridge; Ralph Bagnall Bagnall-Wild, B.A., Cambridge; James Blackburn; Charles Edward Malden, B.A., Cambridge; Richard Ouseley Blake Lane, B.A., Dublin; Frank John Fenton, B.A., Cambridge; Oriel Farnell Walton, B.A., Oxford; Robert John Beadon, B.A., Oxford; Frederic Marshall, B.A., LL.B., London; Robert Montagu Tabor, B.A., Cambridge; Henry William Gibson; Henry Francis Auldjo, M.A., Oxford; James Somervell, jun., B.A., Oxford; Joseph Gunning Simonds Fitz-Simon; James George Best, B.A., Cambridge; Thomas George Adams Palmer; Peter Sophocles John, London; and William Barker Rose, Esq.; the Hon. Ralph Arthur Douglas Elliot, B.A., Cambridge.

LINCOLN'S-INN, Nov. 17.—John Garforth Cockin, University of London, holder of Studentship, Michaelmas Term, 1870; Henry Leland Harrison, Oxford; Francis Hill Baynes, M.A., Oxford; Howel Jeffreys, B.A., Oxford; Harry Lacey Fraser, B.A. and LL.B., Cambridge; George Knox, B.A., Sydney University and Cambridge; Richard Marrack, B.A., Cambridge; Francis Patrick, M.A., Cambridge; William Johnson Kaye, B.A., Cambridge; George Royle; Thomas Lancelot Croom, B.A., Cambridge; Henry Moe Keary, B.A., Cambridge; Henry Charles Deane, Exhibitioner in Equity and Real Property; Dadabhai Dossabhai Cama, University of Bombay; and Robert Pughe Jones, B.A., Cambridge, Esqs.

GRAY'S-INN, Nov. 17.—George Edwards, Lee prizeman, 1868; George Welby King, common law exhibitor, July, 1869, and real property law exhibitor, July, 1870.

COURT PAPERS.

WINTER CIRCUITS OF THE JUDGES.

The following are the days and places fixed for holding the forthcoming Winter Assizes:—

Mr. Justice Mellor and Mr. Justice Brett.—Manchester, Dec. 1; Liverpool, Dec. 10.

Mr. Baron Bramwell.—Cardiff, Dec. 6; Worcester, Dec. 9; Warwick, Dec. 12.

Mr. Justice Byles.—Leeds, Nov. 30; York, Dec. 7; Derby, Dec. 12.

Mr. Justice Lush.—Hampshire, Dec. 3; Northampton, Dec. 10; Leicester, Dec. 14; Norfolk, Dec. 20.

Mr. Baron Cleasby.—Stafford, Dec. 3; Durham, Dec. 10.

CENTRAL CRIMINAL COURT.

The Judges on the *rota* for the next session of the Central Criminal Court, commencing on Monday, are Mr. Justice Byles and Baron Bramwell.

Sir. C. M. O'Loughlen, Bart., Q.C., has resigned his office of Judge Advocate-General.

According to a daily contemporary, Mr. Edmond Beales, the new judge of the Cambridge County Court, stated this week that the newspapers had inaccurately represented him as having issued an order that attorneys practising before him should appear in gowns and bands. He had issued no such order, although he certainly approved of such attire, regarding it as a rational distinction between attorneys practising in the court and others having business there. It was, however, entirely voluntary on the part of attorneys to wear the official dress. Only one learned gentleman appeared in gown and bands, and he stated that postal cards had been freely circulated by a well-known firm of London robe-makers, offering to supply attorneys in the district, and he had given an order. The conversation is stated as having caused much amusement in court.

REGISTRAR OF THE CITY OF LONDON COURT.—The following is a list of the candidates for this office:—Mr. E. Anderson, Mr. F. Carritt, Mr. John M. Chamberlain, Mr. H. Dinn, Mr. H. Earle, Mr. T. Holmes Gore, Mr. J. Hudson, Mr. William May, Mr. W. Masterman, J. L. Pulling, LL.D., Mr. J. S. Salaman, Mr. T. Speechley, Mr. G. M. Stutchbury, Mr. J. H. Torr, Mr. J. R. Walmisley. The election of a Registrar, which was fixed for the 17th inst, as we previously announced, is, we believe, postponed, pending the settlement of Mr. Osgood's case.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 18, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92½	Annuities, April, '85
Ditto for Account, Dec. 1, 92½	Do. (Red Sea T.) Aug. 1869
5 per Cent. Reduced 90½	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent. 90½	Ditto, £300, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 232
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p Ct., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107
Ditto 5 per Cent., July, '80 112½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '84 —
Ditto 4 per Cent., Oct. '88 100½	Do. Do. 5 per Cent., Aug. '73 103
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto Enfaced Ppr., 4 per Cent. 91	Ditto, ditto, under £1000, 20 p m

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	88
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	36½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Do., A Stock*	100	130
Stock	Great Northern	100	130
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western-Original	100	66½
Stock	Lancashire and Yorkshire	100	130
Stock	London, Brighton, and South Coast	100	38½
Stock	London, Chatham, and Dover	100	19½
Stock	London and North-Western	100	125½
Stock	London and South-Western	100	89
Stock	Manchester, Sheffield, and Lincoln	100	41½
Stock	Metropolitan	100	63½
Stock	Midland	100	124½
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	32½
Stock	North London	100	116
Stock	North Staffordshire	100	63
Stock	South Devon	100	49
Stock	South-Eastern	100	72½
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

At the beginning of the week the funds commenced declining, without any reason being assignable beyond vague rumours. The news of Russia's announcement as to the Treaty of 1856 brought every market down heavily, and, as usual in such cases, indiscriminately. At present, therefore, the prices of ten days hence hang in the diplomatic balance. If England and Russia go to war the markets will fall lower, if war is dispensed with prices will recover.

The prospectus of the Cape and Natal Steam Navigation Company (Limited), has been issued. The capital is £250,000 in 12,500 shares of £20 each. This company has been formed for the purpose of establishing a powerful line of steamers from London to the Cape, Algoa Bay and Port Natal.

ERRATUM.—A short paragraph appeared last week, in which Mr. John Coryton was described as "Recorder of Rangoon." This is incorrect, as that gentleman fills the office of Recorder of Moulmein, in British Burmah, while the Recorder of Rangoon is Mr. F. Housman.

ESTATE EXCHANGE REPORT.

AT THE MART.

Nov. 8.—By Mr. GEORGE GOULDSMITH.

A freehold house, No. 8, Thurlow-square, Old Brompton, let at £120 per annum. Sold £1,900.
Also, Nos. 69, 71 and 73, Fulham-road, freehold houses and shops. Sold £1,700.
Also, a freehold house and shop, No. 128, Marlborough-road, Chelsea, with stable, &c., let at £45 per annum. Sold 1,625.
Also, freehold ground rents of £35 per annum, arising out of Nos. 7, 8, 10 and 11, Caroline-place and Nos. 17 and 19, Ives-street, Chelsea. Sold £710.
Also, freehold ground rents of £30 per annum, arising out of Nos. 25, 29, 31, 33 and 37, Ives-street Chelsea, with stabling. Sold £600.

By Mr. EILOART.

Fifteen shares in the Sun Fire Office, average dividend and bonus, £10 0s. 10d. per share. Sold £177 per share.
Fifteen shares in the Sun Life Office, £10 paid. Sold £76 per share.

Nov. 10.—By Messrs. ELGOOD AND SON.

No. 35, Nottingham-place, St. Marylebone, with coach-house and stable, term 20 years, at a nominal ground rent of 7s. 6d. per annum. Sold £925.

By Mr. MOLYNEUX.

No. 5, The Villas, Trinity-road, Wandsworth-lane (freehold), estimated rental £110—sold £1,450; also, No. 13, Alma-road, Warwick-road, Kensington, house and shop, term 80 years, ground-rent of £3 10s.—sold £305; also, No. 14, same term and ground-rent—sold £310; also No. 16, ditto—sold £235.

By Messrs. C. C. & T. MOORE.

Two freehold houses, Nos. 23 and 25, Usher-road, Old Ford, let at £23 8s. each—sold £275 each; also No. 97, Grafton-street, Mile-end Old Town, term 99 years, net rental £25 10s.—sold £255; also freehold house No. 25, White Horse-street, Ratcliff, let at £30 per annum—sold £360; also a leasehold improved ground rent of £20 per annum, arising out of the Mercers' Arms public-house, Belgrave-street, Stepney—sold £200; also a ditto, of £44 per annum, secured on nine houses in the same street—sold £490; also a ditto of £38 10s., secured upon Nos. 35 to 43, Tatton-street—sold £370; also No. 30, Arbour-street, Mile-end, term 18 years, rent £30—sold £200; also No. 34, ditto, same term and rent—sold £250; also No. 35, ditto, ditto—sold £240; also Nos. 76 and 78, Jamaica-street, Mile-end Old Town, term, 31 years, net rental £18 each—sold £150 each; also No. 64, ditto, same term, net rental, £15 19s.—sold £155; also Nos. 425 and 427, Hackney-road, two houses and shops, term 49 years, ground rent £34 10s., rental £78 per annum—sold £480.

Nov. 15.—By Messrs. DRIVER.

The freehold residential and sporting domain known as the "Santon Downham Estate," situate 2½ miles from Brandon and 4½ miles from Thetford, in the counties of Norfolk and Suffolk, with mansion, stabling, &c., charming Italian and other gardens, lodges, extensive farms with good homesteads, including the advowson and next presentation to the rectory of Santon, and the inappropriate rectory of Downham, in all 5,198 acres, was sold, after spirited competition, at the sum of £81,500.

By Messrs. DEBENHAM, TEWSON, & Co.

A freehold family residence, known as Cornwall House, Addiscombe, with stabling and gardens. Sold £2,150.
A copyhold residence, No. 62, Kennington-road, Lambeth, let for a term expiring Lady-day, 1874, at a ground-rent of £6 16s. per annum, and sub-let at £52 10s. per annum. Sold £470.
No. 66, Kennington-road, let at £50 per annum. Sold £570.
No. 72, ditto, let on lease for a term expiring Michaelmas, 1874, at a peppercorn rent. Sold £400.

By Messrs. CLEMMANS & SON.

A freehold house and shop, No. 56, Hoxton-square, let at £36 per annum—sold £600; Nos. 3 to 8, Park-terrace, Tottenham, let at rentals amounting to £220 per annum, term 91 years—sold £1,900; Nos. 5 to 10, Manley-terrace, Kennington, and Nos. 23 and 25, Grant-road, Battersea, for terms of 96 and 94 years, producing net rentals of £286 per annum—sold £2,400.

Nov. 16.—By Messrs. FOX & BOUSFIELD.

Even Nos. 96 to 116, eleven leasehold houses, situate Brandon-street, Walworth-road, unexpired term 12 years, net rental, £227. Sold 770.
A profit rental of £126 per annum, secured on a detached family residence, with ornamental grounds, &c., Denmark-hill, for an unexpired term of 12½ years. Sold £750.
A freehold ground rent of £50 per annum, arising out of six houses in Star-corner and Star-place, Bermondsey. Sold £1,110.
A freehold ground rent of £15 per annum, arising out of five houses, in Marigold-street, Bermondsey—sold £325; ditto, £12 ditto, ditto 4 ditto—sold £245; ditto, £12 10s. ditto, ditto 6 ditto—sold £280; ditto, £10 10s. ditto, ditto five ditto—sold £405.
Nos. 1 and 2, Marigold-street, Bermondsey (freehold), let at £37 19s.—sold £365; ditto, 3 and 4, ditto, ditto, adjoining, let at £39—sold £370; ditto, 25 to 29, ditto ditto, let at £94 18s.—sold £590.
Freehold ground rent of £30, arising from a public-house known as the Hand & Marigold, at Star-corner, Bermondsey, and dwelling-house adjoining. Sold £800.
Freehold business premises, No. 14, Star-corner, Bermondsey, let at £35—sold £335; ditto, ditto, No. 15, ditto, let at £35—sold £375; ditto, ditto, No. 16, ditto, let at £35—sold £340; ditto, ditto, Nos. 17 and 18, ditto, let at £65—sold £690; ditto, ditto, No. 19, ditto, let at £35—sold £350; ditto, ditto, No. 20, ditto, let at £40—sold £415.

A freehold ground rent of £18 18s., arising out of 14 houses in Evans-place, Bermondsey, reversion in 1880. Sold £720.
A plot of freehold land, lying between Marigold-court and Edward-street. Sold £120.
A freehold ground rent of £25 per annum, arising out of eight houses in Edward-street, Bermondsey, reversion in 1885. Sold £710.
A freehold ground rent of £130 per annum, arising out of 57 houses in Brook-street, William street, and Edward street, Bermondsey, reversion in 16 years. Sold £3,720.
Four freehold houses, 31 to 34, Edward-street, Bermondsey, let at £52—sold £530; ditto, 35 to 38, ditto, let at £57 4s.—sold £550.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

TOWNEND—On Nov. 10, at 7, Florence-terrace, Ealing, W., the wife of J. Hamilton Townend, solicitor, Queen-street, Cheapside, E.C., of a son.
WARNER—On Monday, Nov. 14, at 3, Clifton-terrace, Winchester, the wife of F. I. Warner, Esq., solicitor, of a daughter.
WILKINSON—On Nov. 14, at Waterden-road, Guildford, Surrey, the wife of Robert Wilkinson, Esq., barrister-at-law, of a daughter.

DEATHS.

DAWSON—On Nov. 16, at Alexander-street, Westburne-park, Francis Dennis Massey Dawson, Esq., of the Middle Temple, barrister-at-law, aged 67.
WILLIAMS—On Nov. 15, at Fern-hill, Walthamstow, William Questel Williams, of No. 13, Old-square, Lincoln's-inn, aged 42.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Nov. 11, 1870.

Parker, John, Herbert Geo Goldingham, & Fras Parker, Worcester, Attorneys-at-law and Solicitors. Nov 4.

Winding up of Joint Stock Companies.

FRIDAY, Nov. 11, 1870.

UNLIMITED IN CHANCERY.

South Wales and Great Western Direct Railway Company.—Petition for winding up, presented Nov 10, directed to be heard before Vice-Chancellor Bacon, on Nov 19. Ashurst & Co, Old Jewry, solicitors for the petitioner.

Western Life Assurance Society.—Vice-Chancellor Bacon has, by an order dated Nov 4, ordered that a call of one pound per share be made on all the contributors of the above society, and that each such contributory do on or before Nov 18, pay into the Bank of England to the account of the Official Liquidator of the above Society, the amount which shall be due from him or her, in respect of such call.

LIMITED IN CHANCERY.

Bridlington Quay Alexandra Hotel Company (Limited).—The Master of the Rolls has, by an order dated Nov 5, ordered that the above company be wound up. Digby & Co, Clement's-lane, Lombard-st, solicitors for the petitioner.

Imperial Wine Company (Limited).—Petition for the continuation of the winding up, presented Nov 10, directed to be heard before the Master of the Rolls on Nov 19. Courtenay & Croome, Gracechurch-st, solicitors for the petitioners.

Star and Garter Hotel Company (Limited).—Petition for winding up presented Nov 10, directed to be heard before Vice-Chancellor Bacon, on Nov 19. Tilleard & Co, Old Jewry, solicitors for the petitioners.

Star and Garter Hotel Company (Limited).—Petition for winding up, presented Nov 11, directed to be heard before the Master of the Rolls on Nov 19. Pead, Storey's-gate, St George-st, solicitor for the petitioners.

TUESDAY, Nov. 15, 1870.

LIMITED IN CHANCERY.

North Middlesex Waterworks Company (Limited).—Vice-Chancellor Bacon has, by an order dated Nov 8, ordered that the above company be wound up. Flux & Co, East India-avenue, solicitors for the petitioners.

Trouville Association (Limited).—Vice-Chancellor Bacon has, by an order dated Nov 8, ordered that the above association be wound up. Nash & Co, Suffolk-lane, Cannon-st, solicitors for the petitioners.

STANNARIES OF CORNWALL.

TUESDAY, Nov. 15, 1870.

Wheal Rose Mining Company.—The Vice-Warden has by an order dated Nov 9, ordered that the above company be wound up. Paul, Truro, petitioner's solicitor.

Friendly Societies Dissolved.

FRIDAY, Nov. 11, 1870.

St. Mary's Sunday School Friendly Society, St. Mary's School, Preston, Lancashire. Nov 4.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 11, 1870.

Arnold, Hy Townsend, Swansea, Glamorgan, Ironmonger. Dec 5.
Clarke v Lewis, V.C. Stuart. Jones, Swansea.
Bewley, Joseph v Frislington, Cumberland. Dec 12. Bewley v Bewley, V.C. Stuart. Mordant, Cockerham.

Crout, John Thos, Southsea, nr Portsmouth, Master R.N. Dec 5.
 Cozens v Croust, M.R. Briggs & Son, Lincoln's-inn-fields.
 Feltham, Jas, East Moulsey, Surrey, Gent. Dec 5. Feltham v Turner,
 V.C. Stuart. Taylor, Old Burlington-st.
 Hicks, Richard Rawlins, Warwick, Attorney. Dec 5. Wymer v Hicks,
 M.R. Davies, Coventry.
 Maslen, Wm Jas, Clarence-st, Rotherhithe, Gent. Dec 5. Simmons v
 Walker, V.C. Malins. Cattarns & Co, Mark-lane.
 Miller, Wm Cowley, Garston, Lancaster, Shipbuilder. Dec 10. Miller
 v Miller, V.C. Bacon. Ellis & Co, Lpool.
 Pearce, Jas Edmund, Gt James-st, Lissen-grove, Gent. Nov 30. Tip-
 lady v Gregg, V.C. Bacon. Gray & Berry, Edgware-rd.
 Stone, Robert, Portland, Dorset, Merchant. Dec 18. Pearce v Stone,
 M.R. Rawlins, Wimborene.
 Stubbs, Hy Jas Laurie, Ashton-on-Mersey, Chester, Gent. Dec 7. Stubbs
 v Stubbs, V.C. Bacon. Darbiashie, Manch.
 Thomas, Wm, Haregrove, Glamorgan. Dec 7. Thomas v Thomas, V.C.
 Malins. Lewis, Bridgend.
 Tomkins, John, Little Brickhill, Buckingham, Gent. Dec 5. Gaxoner
 v Peach, V.C. Bacon. Simpson, Borough High-st, Southwark.
 Turner, Thos, Belsize-rd, St John's-wood, Gent. Dec 2. Painter v
 Turner, V.C. Malins. Collis, Birm.
 Tmyrell, Timothy, Mile-end-rd, Draper. Dec 8. Cook v Tmyrell, V.C.
 Malins. Smith, Queen st, Chesepide.
 Ward, Wm, Richmond, Surrey, Laceman. Dec 8. Hayes v Ward, V.C.
 Bacon. Simpson, Gracechurch-st.

NEXT OF KIN.

Maslen, Wm Jas, Clarence-st, Rotherhithe, Gent. Dec 19. Simmonds
 v Walker, V.C. Malins.

TUESDAY, Nov. 15, 1870.

Bye, John, Esher, Surrey, Esq. Nov 25. Silver v Frost, M.R.
 Lang, Stephen, Coombeinteighhead, Devon, Yeoman. Dec 31. Watts
 v Long, V.C. Stuart. Whidborne & Tozer, Teignmouth.
 Waite, Chas, Sutton, Surrey, Gent. Dec 12. Waite v Waite, V.C.
 Malins. Smith, New-sq, Lincoln's-inn.
 Sanford, John Fredk, Wimbeldon, Merchant. Dec 21. Payne v Wool-
 lett, V.C. Stuart. Lawrence & Co, Old Jewry-chambers.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 11, 1870.

Adams, Frank, Farnham, Surrey, Major-General. March 1. Wright,
 Ironmongers' Hall, Fenchurch-st.
 Adams, John Bradnock, Walsall, Stafford, Agent. Dec 24. Marlow &
 Potter, Walsall.
 Allen, John, Bromley-st, Commercial-rd East, Coal Meter. Dec 12.
 Ratcliff & Son, St Michael's-alley, Cornhill.
 Baldwin, Wm, Stratford-upon-Avon, Warwick, Farmer. Dec 19. Hunt,
 Stratford-upon-Avon.
 Browne, Anne, Heversham, Westmoreland, Widow. Dec 31. Cunliffe
 & Leaf, Manch.
 Cartwright, Sarah, Exminster, Devon, Widow. Dec 24. Mountford & Co,
 Exeter.
 Chamberlain, Eliz Hart, Exeter, Spinster. Dec 24. Mountford & Co,
 Exeter.
 Chaplin, Abednego, Ipswich, Suffolk, Ironmonger. Nov 15. Aldous &
 Pearce, Ipswich.
 Clarke, Robert John, Brabant-st. Dec 20. Wilkins & Co, St Swithin's-
 lane.
 Davies, Anne, Ellesmere, Salop, Widow. Jan 25. Wace, Shrewsbury.
 Edgar, Geo Hy, Surbiton, Surrey, Esq. Dec 24. Graham & Hunter,
 Charles-st, St James's-sq.
 Ellis, Owen, Lpool, Marble Mason. Dec 8. Carr, Lpool.
 Farnham, Thos, City-rd, Finsbury, Upholsterer. Dec 31. Stibbard &
 Beck, East India-avenue, Lendenhal-st.
 Fifth, Thos, Soothill, Halifax, York, Esq. Dec 8. Laycock & Co, Hud-
 dersfield.
 Fortescue, Lewis, Leighton, Huntingdon, Farmer. Jan 1. Hunnybun,
 Huntingdon.
 Fountaine, Jane Martha, Wingbury, Buckingham. Dec 20. Newton,
 Leighton Buzzard.
 Freeman, Jane, Corby, Northampton. Dec 1. Andrews, Market Har-
 borough.
 Gardiner, Anne, Norwich, Spinster. Jan 1. Freestone & Copeman,
 Norwich.
 Gardner, Aaron, Northampton, Tea Dealer. Dec. 14. Wratislaw,
 Rugby.
 Gaskell, Thos, Hindley, Lancaster, Gent. Dec 16. Mayhew & Sons,
 Wigan.
 Gilbertson, Matthias, Egham, Surrey, Esq. Dec 31. Childs & Batten,
 Coleman-st.
 Haines, Wm, jun, Exeter, Spirit Merchant. Dec 24. Mountford & Co,
 Exeter.
 Jenkyn, Hy Howard, Upper Park-st, Islington, Gent. Dec 31. Scar-
 borough, Spring-gardens.
 Knight, Godfrey, Scarbroough, York, Gent. Dec 10. Moody & Co.
 Lanson, Arnold, Burghfield, Berks, Gent. Jan 12. Blandy.
 Martin, Wm, Falkingham, Lincoln, Farmer. Feb 10. Peake & Eng-
 land, Sleaford.
 May, Geo Hy, Heavitree, Devon, Esq. Dec 24. Mountford & Co, Exe-
 ter.
 Nelms, Mary Ann, Elvaston-pl, South Kensington. Dec 31. Cunliffe &
 Beaumont, Chancery-lane.
 Phippard, Rebecca, Swanage, Dorset, Widow. Jan 9. Lingards &
 Rowell, Manch.
 Potter, Thos, Stoke Heath Wharf, nr Coventry, Warwick, Coal Mer-
 chant. Dec 7. Minster & Son, Coventry.
 Rayner, John, Gt Maplestead, Essex, Farmer. Dec 7. Harris & Mor-
 ton, Halstead.
 Savell, Joseph, Saint Leonard, Devon, Gent. Dec 24. Mountford & Co,
 Exeter.
 Scarbroough, Eliz, Leighton Buzzard, Bedford. Dec 31. Newton,
 Leighton Buzzard.
 Sly, Wm, Tytherton Kellaways, Wilts, Farmer. Dec 24. Keary & Co,
 Chippenham.
 Smith, John, Walsby, Nottingham. Dec 31. Mee & Co, East Ret-
 ford.

Sweetland, Ann, Spurbarn, Devon, Spinster. Dec 24. Mountford & Co,
 Exeter.
 Wardley, Thos, Mansfield, Nottingham, Baker. Dec 20. Parsons
 Mansfield.
 Wilcocks, Prudence, Spurbarn, Devon, Widow. Dec 24. Mountford &
 Co, Exeter.

TUESDAY, Nov. 15, 1870.

Bates, Wm, Wolverhampton, Stafford, Gent. Jan 1. Manby & Son,
 Wolverhampton.
 Bolton, Edward, Yeadon, York, Gent. Jan 1. Richardson & Turner,
 Leeds.
 Bradbury, Chas, Heaton Norris, Lancaster, Gent. Dec 24. Smith,
 Stockport.
 Brown, Chas John, Esher, Surrey, Esq. Dec 31. Fladgate & Co,
 Craven-st, Strand.
 Davies, Thos, Bear-st, Leicester-sq, Cooper. Dec 25. Taylor, Great
 James-st, Bedford-row.
 Embleton, Dorothy Clark, Perth, Western Australia. Feb 3. Cattell,
 Bedford-row.
 Heisch, Godfrey Westerholdt, Bowyer-ter, Clapham, Gent. Dec 24.
 Lepard, Kennington-park-rd.
 Jackson, Thos, Belgrave-rd, St John's-wood, Gent. Jan 10. Cowdell
 & Grundy, Budge-row.
 Judson, Lawrence, Nelson, nr Burnley, Lancashire, Stone Mason. Dec
 23. Haworth, Nelson.
 Leftwich, Joseph Benj, Doughty-st, Lambeth-walk, Bacon Drier. Dec
 31. Barron, Queen-st, Cannon-st.
 Morris, Evan, Caergwrie, Flint, Relieving Officer. Dec 31. Blake &
 Hughes, Lollbury, for Acton & Bury, Wrexham.
 Newman, Thos, Horsingfordbury, Hertford, Miller. Dec 24. Spence &
 Hawks, Hertford.
 Pollock, Right Hon Sir Fredk, Hatton, Middx, Bart. Jan 1. Wilde &
 Co, College-hill.
 Richards, Wm Jope, Plymouth, Devon, Gent. Feb 1. Stephens & Co,
 Plymouth.
 Ronaldson, John Jas, Portland-pl, Clapton, Gent. Dec 31. Hollings-
 worth & Co, East India-avenue.
 Scobell, Joshua, Alexander-ter, Roman-rd, North Bow, Gent. Dec 31.
 Saw, Greenwich.
 Stothert, Wm, Brentford, Middx, Florist. Dec 21. Brooks & Co, Doc-
 tors'-commons.
 Turner, Thos, Long-lane, Finchley, Gent. Jan 14. Langley & Gibbon,
 Gt James-st, Bedford-row.
 Watts, Benj, Chigwell, Essex, Farmer. Dec 17. Morris & Co, Fins-
 bury-circus.

Bankrupts.

FRIDAY, Nov. 11, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bridgman, Chas Jas, Harp-lane, Gt Tower-st, Wine Merchant. Pet Nov
 9. Pepsy. Nov 22 at 11.30.
 Collyer, Thos, Budge-row, Rag Merchant. Pet Nov 9. Hazlitt. Nov
 23 at 1.
 Dean, John March, Walthamstow, Essex, Auctioneer. Pet Nov 9.
 Hazlitt. Nov 23 at 11.30.
 Hocknell, S. C., New Broad-st, Merchant. Pet Nov 9. Hazlitt. Nov
 23 at 11.
 Tomblison, Matthew, Walthamstow, Essex, Builder. Pet Nov 9. Hazlitt.
 Nov 23 at 2.

To Surrender in the Country.

Barrow, Richd Prescott, Lingards, York, Woollen Manufacturer. Pet
 Nov 5. Jones, jun. Huddersfield, Nov 21 at 11.
 Bointon, Fras Bower, South Stockton, York, Hosier. Pet Nov 7. Crosby.
 Stockton-on-Tees, Nov 25 at 11.30.
 Brown, John, Sunderland, Durham, Shipowner. Pet Nov 8. Ellis.
 Sunderland, Nov 21 at 11.
 Driver, Wm, Pudsey, York, Cloth Manufacturer. Pet Nov 8. Robinson.
 Bradford, Nov 25 at 9.15.
 Hendry, Jas, Week Farm, Shoreham, Kent, Farmer. Pet Nov 7. Al-
 leynes. Tunbridge Wells, Nov 28 at 3.
 Hows, Ald Coy, Alford, Lincoln, Poulterer. Pet Nov 9. Staniland.
 Boston, Nov 23 at 12.
 Jackson, Luke, Middlewich, Chester, Bookseller. Pet Nov 8. Broughton.
 Crewe, Nov 26 at 11.
 Puddy, Albert, Meare, Somerset, Baker. Pet Nov 8. Foster. Wells,
 Nov 22 at 11.30.
 Rose, Joseph, Watford, Hertford, Grocer. Pet Nov 3. Blagg. St Alban's,
 Nov 21 at 11.
 Sansom, Wm, Ponder's End, Middx, Builder. Pet Nov 3. Pulley. Ed-
 monton, Nov 22 at 3.
 Swallow, John Thos, Peterborough, Northampton, Auctioneer. Pet Nov
 9. Gaches. Peterborough, Nov 24 at 12.
 Ward, Jas, Lpool, Cattle (not Bottle as in Gazette of Nov 1) Salesman.
 Pet Oct 27. Watson. Lpool, Nov 15 at 2.

TUESDAY, Nov. 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Brownrigg, Peter Fyne, Lpool, Ship Chandler. Pet Nov 12. Hime.
 Lpool, Nov 22 at 2.
 Davies, Aldf, Worcester, Carpenter. Pet Nov 11. Crisp. Worcester,
 Nov 28 at 11.
 Evans, John, Wrexham, Denbigh, Solicitor. Pet Nov 10. Reid. Wrex-
 ham, Dec 1 at 12.
 Gatley, Nathaniel, Truro, Cornwall, Cabinet Maker. Pet Nov 9. Chil-
 cott. Truro, Nov 26 at 3.
 Haisall, John, Lpool, Licensed Victualler. Pet Nov 12. Hime. Lpool,
 Nov 28 at 2.
 Lester, Chas, Tinsley, York, Common Brewer. Pet Nov 12. Wake.
 Sheffield, Nov 25 at 1.
 Riddings, Edmund, & Thos Riddings, Lpool, Merchants. Pet Nov 10.
 Watson. Lpool, Nov 24 at 2.

Varley, John, High Wycombe, Bucks, Tailor. Pet Nov 12. Watson. Aylesbury, Dec 1 at 11.

BANKRUPTCIES ANNOUNCED.

TUESDAY, Nov. 15, 1870.

Carter, Matthew, Hartlepool, Durham, Builder. Oct 25.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 11, 1870.

Armistead, Joseph Rollin, Ecclehill, York, Boot Manufacturer. Nov 25 at 3, at offices of J. J. Hill, Market-st, Bradford.

Armstrong, Wm, Lpool, Watchmaker. Nov 23 at 2, at offices of H. Bremner, Dale-st, Lpool.

Bailey, Chas Irvine, Conyngham, Fulham, Middx, Potter. Nov 28 at 3, at offices of Lawrance, Pews, & Co, Old Jewry-chambers.

Baillin, Fredk, Baker-st, Portman-sq, out of business. Nov 23 at 12, at offices of J. E. Carter, Austinfriars.

Beall, Tom Hide, Brighton, Sussex, Cork Merchant. Nov 25 at 3, at offices of M. Brandreth, Middle-st, Brighton.

Beard, Jonathan, Lime-st, Refreshment-house Keeper. Nov 28 at 2, at the Guildhall Coffee-house, Gresham-st. Godfrey, South-sq, Gray's Inn.

Bigg, Edwd, Manoh, Merchant. Dec 7 at 12, at offices of Horne & Hunter, Lincoln's-inn-fields. T. Chorlton.

Bird, Thos, Middlesborough, York, Hatter. Nov 24 at 3, at offices of J. Greener & Co, Station-st, Middlesborough. W. L. Dobson.

Boatman, David, Shakespere-ter, Upper Holloway, Bootmaker. Nov 22 at 3, at offices of W. M. Wetherfield, Gresham-bldgs, City.

Bower, Joseph, Sheffield, Plumber. Nov 28 at 4, at offices of Binney & Son, North Church-st, Sheffield.

Cliffe, Wm Marshall, Bowling, York, out of business. Nov 18 at 3, at office of H. Varley, Duke-st, Darley-st, Bradford. Rhodes, Bradford.

Cook, Jas, Gt Grimsby, Publican. Dec 1 at 12, at offices of Grange & Winttingham, West St Mary's-gate, Gt Grimsby.

Corbett, Thos, Stourbridge, Worcester, Saddler. Nov 23 at 11, at the Acorn Hotel, Birmingham. T. Wall.

Curzon, John Mier, Cranham, Gloucester, Iron Merchant. Nov 28 at 1, at offices of Peacock & Goddard, South-sq, Gray's Inn. E. Witchell, Stroud.

Dabb, Wm, & Jas Symons Hill, Crumpsall, nr Manch, Linen Manufac-turer. Nov 23 at 4, at offices of Sale, Shipman, Seddon, & Sale, Booth-st, Manch.

Davis, Thos, West Bromwich, Stafford, Victualler. Nov 24 at 3, at the King's Head Inn, Gt Bride-rd, West Bromwich. Rowlands, Bir-mingham.

Day, Jas, Tredegar, Monmouth, Watchmaker. Nov 25 at 1, at offices of Hancock, Triggs, & Co, John-st, Bristol. G. L. King.

Dwelly, Jas, Crayford, Kent, Carpenter. Nov 23 at 2, at the Bull Inn, Dartford. Nickoll, Gravesend.

Edwards, John, Regent's-pk-rd, Primrose-hill, Grocer. Nov 23 at 2, at offices of W. W. Cooper, Scrie-st, Lincoln's-inn-fields.

Edwards, Matthew, Bishop Auckland, Durham, Painter. Nov 24 at 12, at the Black Lion Hotel, Stockton-on-Tees.

Eyres, Joseph, Epwell, Oxford, Farmer. Nov 25 at 11, at the Reindeer Inn, Parsons-st, Banbury. Buller, Banbury.

Fox, Saml Crane, London-st, Hydraulic Engineer. Nov 29 at 2, at the office of G. W. Brighton, Bishopgate-st Without.

Fraser, Donald, Birm, Chemist. Nov 24 at 11, at offices of E. Eaden, Union-passage, Birm.

Friskney, Moses, Kiddersminster, Worcester, Hatter. Nov 19 at 11, at offices of A. A. Crowthier, Vicar-st, Kiddersminster.

Gandy, Saml, Lpool, Timber Merchant. Nov 24 at 3, at offices of W. & A. Morecroft, Clayton-sq, Lpool.

Gibbon, Francis, Leeds, Glass Dealer. Nov 24 at 3, at offices of F. Fems, Bank-st, Leeds.

Groves, John, Salop, Wolverhampton, Japanner. Nov 25 at 11, at offices of Ruter, Neve, & Ruter, Darlington-st, Wolverhampton.

Hagen, Berre, Ledgate, Kingston-upon-Hall, Woollen Draper. Nov 26 at 12, at the Frevelayn Hotel, Leeds. W. Watson.

Hare, Geo, Palgrave, out of business. Nov 21 at 11, at the Guild-hall Coffee-house, Gresham-st. Calvert.

Herring, Wm Carew, North Trevidio, Cornwall, Farmer. Nov 26 at 11, at Webb's Hotel, Liskeard. Glubb, Liskeard.

Highland, Fredk, Cornhill, Leather Goods Manufacturer. Nov 17 at 3, at the offices of H. T. Thwaites, Basinghall-st. Dobie, Basinghall-st.

Hill, Wm Hardman, Bodminster, Bristol, Grocer. Nov 23 at 11, at office of J. Miller, Whitson-chambers, Nicholas-st, Bristol.

Hirst, Newton, Leeds, Printer. Nov 24 at 2, at offices of Hick & Jones, Bond st, Leeds.

Hollway, Joseph, Bath, Engraver. Nov 21 at 11, at offices of J. K. Bar-tum, Northumberland-bldgs, Bath.

Horsley, Chas, & Richd Horsley, Beccles, Suffolk, Coachbuilders. Nov 29 at 11, at the Inns of Court Hotel, Holborn. J. C. Copeman.

Hoy, Alfd, Dover, Kent, Builder. Nov 26 at 3, at office of J. Minter, Castle-st, Dover.

Hoyle, Geo Ratcliffe, Chorley, Lancashire, Chemist. Nov 23 at 10, at offices of T. J. & H. Beckhouse, St John's-pl, Blackburn.

Huzke, Saml, Southsea, Southampton, Hire Carter. Nov 22 at 11, at offices of A. B. Champ, St Mary's-sq, Portsea.

Ive, Jas Newton, Chertsey, Surrey, Corn Merchant. Dec 1 at 3, at offices of Jenkins & Button, Tavistock-st, Strand.

Jordan, John, Plawstow, Essex, Builder. Nov 23 at 12, at offices of Reed & Lovell, Guildhall-chambers, Basinghall-st.

Keyworth, Wm, Saxilby, Lincoln, Butcher. Nov 25 at 11, at offices of T. G. Dale, Lincoln.

Kitching, Saml, South Stockton, York, Stonemason. Nov 24 at 11, at the Black Lion Hotel, Stockton-on-Tees. Bainbridge, Middleborough.

Lowe, Edw, Swans, Glamorgan, Tailor. Nov 23 at 11, at offices of Strick & Bellingham, Fisher-st, Swans.

Locock, Thos, Portlisshead, Somerset, Beer Retailer. Nov 24 at 12, at office of W. Glide, John-st, Bristol.

Miles, Wm, Porth, Glamorgan, Bootmaker. Nov 23 at 12, at offices of W. Davis, Pontypriid.

Minler, John, Hemsworth, Derby, Butcher. Nov 21 at 3, at office of G. Edward Goe, High-st, Cuesterfield.

Moss, Saml, Manch, Builder. Nov 29 at 3, at the Clarence Hotel, Spring-gardens, Manch.

Newbery, Thos, Axmouth, Devon, Tanner. Nov 24 at 12, at the offices of G. Hirtzel, Queen-st, Exeter.

Nicholson, Jas, Lpool, Draper. Nov 23 at 3, at offices of T. Etty, Unity-bldgs, Lord-st, Lpool.

Nicholson, Leonard, Patrington, York, Licensed Victualler. Nov 23 at 2, at offices of F. Summers, Manor-st, Kingston-upon-Hall.

Palmer, Wm, Southerny, Norfolk, Grocer. Nov 29 at 12, at the Crown Hotel, King's Lynn.

Parkinson, Edwd, Chester, Newspaper Proprietor. Nov 23 at 10.30, at offices of Bagshaw & Wigglesworth, Chancery-lane, Booth-street, Manchester. Hostage & Tatlock, Chester.

Parsons, Mary Maria, Shrewton, Wilts, Innkeeper. Nov 18 at 3, at the Catherine Wheel Inn, Shrewton. T. Wilton.

Parsons, Thos, Gloucester-ter, Brompton, Baker. Nov 18 at 3.30, at Jack's Coffee-house, Mark-lane. Marshall, Hatton-garden.

Pitt, Edwd Curtis, Stafford, Butcher. Nov 23 at 11, at the Stafford Arms, Castle Town, Stafford. East, Birm.

Price, John, Aberdare, Glamorgan, Tailor. Nov 23 at 1, at offices of Simons & Pews, Church-st, Methyr Tydyl.

Quinn, Thos, Manley-pl, Kennington-pk, Builder. Dec 5 at 3, at office of Nash, Field, & Layton, Suffolk-lane, Cannon-st.

Read, Joseph, Aston Manor, Warwick, Draper. Nov 28 at 12, at office of A. Harrison, Paradise-st, Birm. Foster, Birm.

Ripley, Horace, Farm-ter, Clapham, East India Broker. Nov 24 at 2, at the offices of Quilter, Ball, and Co, Moorgate-st. Druce, S'ns, and Jackson, Billiter-st.

Roberts, Chas, York-rd, Lambeth, Musical Agent. Nov 24 at 2, at office of H. A. Dubois, Gresham-buildings, Basinghall-st. Maynard, Clifford's-inn.

Robinson, Edwd, Newbury, Berks, Bootmaker. Nov 23 at 11, at the George Hotel, Reading. Cave, Newbury.

Rose, John, Jun, Boile-hill, nr Norton, Derby, Joiner. Nov 19 at 11, at the Cutlers'-hall, Sheffield. Parker.

Shankland, Robt, Lpool, Draper. Nov 23 at 2, at office of T. Etty, Unity-bldgs, Lord-st, Lpool.

Sharman, Thos, Brafield-on-the-Green, Northampton, Wheelwright. Nov 23 at 3, at the Chamber of Commerce, Corn Exchange-parade, Northampton. Jeffery, Northampton.

Smith, Wm Digby, & Jas Gaskell, Lpool, Comm Merchants. Dec 2 at 2, at the Law Association Rooms, Cook-st, Lpool. Gill, Lpool.

Squire, Benj, Sheffield, Builder. Nov 21 at 11, at office of Binney & Son, North Church-st, Sheffield.

Sraith, John, Prince Consort-rd, Belsize-pk, East India Broker. Nov 24 at 2, at office of Quilter, Ball, & Co, Moorgate-st. Druce, Sons, & Jackson.

Thompson, Edmd, Lpool, Ship Broker. Nov 25 at 3, at offices of A. S. Samuel, Cook-st, Lpool.

Thorp, Wm, Ramsgate, Coal Merchant. Nov 24 at 11, at the Grove-house, Ramsgate. Gibson, Margate.

Williams, Morris, Bethesda, Carnarvon, Ironmonger. Nov 26 at 12, at the Liverpool Arms Hotel, Brook-st, Chester. Williams, Porth-yr-Awr, Carnarvon.

TUESDAY, Nov. 15, 1870.

Andrews, Thos, Blackley, Worcester, Cattle Dealer. Nov 30 at 10, at offices of A. B. East, Colmore-row, Birm.

Ayland, Samuel, & Hy James, Manoh, Yarn Agents. Nov 29 at 2, at offices of Cobbett, Wheeler & Cobbett, Brown-st, Manch.

Barber, Thos, Saxthorpe, Norfolk, General-shop Keeper. Nov 25 at 12, at offices of Miller & Son, Bank-chambers, Norwich.

Bell, Wm, Gateshead, Durham, Paint Manufacturer. Nov 23 at 12, at offices of J. B. Falconer, Clayton-st, Newcastle-upon-Tyne.

Brewster, Wm, & Fras Joseph Cocks, Redditch, Worcester, Washing Machine Manufacturers. Dec 1 at 12, at offices of A. Harrison, Paradise st, Birm. R. H. Foster, Birm.

Buller, Richard, & Hy Thomas, Upper Thames-st, Printers. Dec 1 at 12, at 25, Finsbury-pavement. H. W. Cattlin, Grocers' Hall-ct, Foultry.

Bussell, John, Clifton, Bristol, Builder. Nov 25 at 12, at offices of Hancock, Triggs & Co, John-st, Bristol. Benson & Elletson, Bristol.

Carr, Wm Geo Mills, Hadley-st, Kentish-town, Law Clerk. Nov 24 at 3, at offices of G. W. Keighley, Ironmonger-lane, Cheapside.

Chapman, Jas, Cranbourne-st, Leicester-sq, Boot Maker. Nov 30 at 2, at offices of C. V. Lewis, Cheapside.

Chapman, Wm Thos, Reading, Berks, Grocer. Nov 23 at 12, at offices of Clarke & Weedon, Friar-st, Reading.

Cherry, Samuel, & Luke Cherry, Redbourn, Hertford, Drapers. Nov 23 at 12, at the Chamber of Commerce, Cheapside. Davidson & Co.

Darby, Eliz, Irongate, Wharf, Fried-st, Faddington, Slate Merchant. Nov 29 at 2, at offices of the Incorporated Law Society, Chancery-lane. Lee, Pemberton, & Reeves, Lincoln's-inn-fields.

Davies, Benj, Milford Haven, Pembroke, Licensed Victualler. Nov 26 at 10.15, at the Gloucester Arms Inn, John-st, Carmarthen. G. Parry, Pembroke Dock.

Deane, Wm Hy, Pendleton, Lancaster, out of business. Nov 23 at 2, at offices of Chapman, Roberts & Beck, Fountain-st, Manch.

Downs, Peter, Bolton, Lancaster, Hatter. Nov 28 at 3, at offices of J. Leigh, Brown-st, Manch.

Ell, Samuel, Dunster, Somerset, Chemist. Dec 1 at 11, at offices of Bar-nard, Thomas, Tirk, & Co, Abiton-chambers, Bristol.

Fice, Thos, Sidbury, Devon, Corn Factor. Nov 21 at 11, at 13, Bedford-square, Exeter, in the place originally named.

Furnival, Wm, Weston-super-Mare, Somerset, Chemist. Nov 28 at 11, at offices of W. Plummer, Bristol-chambers, Nicholas-st, Bristol.

George, Jas Hy, John Hawkins, & John Dain, Birm, Wine Merchants. Nov 30 at 12, at the Queen's Hotel, Birm. John Suckling.

Griffin, Wm, Eastbourne, Sussex, Eating-house Keeper. Nov 24 at 2.30, at offices of E. Philbrick, Havelock-rd, Hastings.

Hugh, Wm, Barley, Leeds, Grocer. Nov 28 at 3, at offices of Booth, Clough & Booth, East-parade, Leeds.

Hall, John Errington, Newcastle-upon-Tyne, Contractor. Nov 24 at 3, at offices of Hoye, Shipley, & Hoye, Mosley-st, Newcastle-upon-Tyne.

Hall, Luke, Ashborne, Derby, Baker. Nov 30 at 2, at the Midland Hotel, Derby. W. R. Holland, Ashborne.

Hart, John Woolley, Gail, nr Neyland, Pembroke, National School-master. Nov 26 at 11, at the Gloucester Arms Inn, John-st, Carmarthen. G. Parry, Pembroke Dock.

Hayes, Geo Hy, Fetter-lane, Book Edge Gilder. Nov 23 at 2, at offices of V. Lewis, Cheapside.

Heaps, Catherine, Masbrough, York, Grocer. Nov 30 at 12, at office of Marsh & Edwards, Westgate, Rotherham.

Hemming, Saml Chas, Moorgate-st, Merchant. Nov 24 at 1, at the Masons'-hall Tavern, Masons'-avenue, Basinghall-st. H. Empson, Moorgate-st.

Holliday, Geo, Bramley, Leeds, Painter. Nov 28 at 11, at offices of Booth, Clough, & Booth, East-parade, Leeds.

Hull, Mark, Biagrove-rd, Notting-hill, Carpenter. Dec 1 at 12, at office of J. B. Childley, Old Jerry.

Hussey, Wm Hy Slocombe, Exmouth, Devon, Mason. Nov 30 at 2, at offices of Harris & Wreford, Gandy-st, Exeter. R. W Head, Exeter.

Jay, John, Libra-rd, Roman-rd, Old Ford, Bow, Bricklayer. Nov 25 at 3, at office of E. F. Marshall, Lincoln's-inn-fields.

Joyce, Arthur Alexander, East Moulsey, Surrey, Gent. Nov 28 at 3, at offices of G. C. Sherrard, Clifford's-inn, Fleet-st.

Laing, Peter, Allendale Town, Northumberland, Builder. Nov 28 at 10, at office of T. W. Weidford, Fore-st, Hexham.

Lee, Michael, & Saml Frostwell Lee, Lpool, White Coopers. Dec 28 at 2, at offices of Harwood, Banner, & Son, North John-st, Lpool. Tyrrer, Smith, & Kenion, Lpool.

Longbottom, John, Halifax, York, Woolstapler. Nov 26 at 3, at offices of H. J. Franklin, Halifax.

Needham, Wm, & Geo Needham, St Paul's-churchyard, Mantle Manufacturers. Dec 1 at 1, at the Guildhall Hotel, Gresham-st. Rooks, Kenrick, & Harston, King-st, Cheapside.

Nicholls, Richd, Aldermanbury, Trimming Manufacturer. Nov 24 at 12, at office of W. A. Plunkett, Gutter-lane.

Noble, Wm Pauler, Gateshead, Durham, Boot Manufacturer. Nov 30 at 2, at office of J. G. Joel, Market-st, Newcastle-upon-Tyne.

Palmer, John Robt, Hampole, York, Farmer. Dec 2 at 11, at office of J. T. Tweed, Guildhall, Lincoln.

Palmer, Mary Anne, Clifton, Bristol, China Dealer. Nov 25 at 1, at offices of Williams & Co, Exchange, Bristol. Press & Inskip.

Parsons, Dudley, Horninglog, Stafford, Carriage Agent. Nov 28 at 2, at the Three Queens Hotel, Bridge-st, Burton-upon-Trent. Jennings, Burton-upon-Trent.

Perrin, Edwd Evans, Paternoster-row, Warehouseman. Nov 30 at 12, at the Chamber of Commerce, Cheapside. Marsden & Chubb.

Phillips, Thos, Leeds, Butcher. Nov 26 at 11, at offices of Fawcett & Malcolm, Park-row, Leeds.

Poolley, Thos, Maidstone, Kent, Lime Merchant. Dec 2 at 11, at offices of W. Sturt, Ironmonger-lane.

Swinner, Richard Wm, Salmon's-lane, Limehouse, Carman. Nov 23 at 11, at offices of E. Johnson, Southampton-bldgs, Chancery-lane.

Smith, Robert, Burnley, Lancaster, Heald Manufacturer. Nov 25 at 11, at offices of Backhouse & Whitlam, Ormerod-st, Burnley.

Stoney, Thos, Manch, Egg Merchant. Nov 30 at 2, at offices of Cobbett, Wheeler & Cobbett, Brown-st, Manch.

Stow, Samuel Ncn, Horford House, Stoke Newington-rd, Schoolmaster. Dec 3 at 12, at offices of Deloitte, Dever, Hollebone & Co, Lothbury.

Dubois & Griffiths, Church passage, Guildhall-yard.

Stratton, Rev Hy, St Alban's, Hertford, M.A. Nov 28 at 2, at offices of G. Annesley, Verulam-st, St Alban's.

Sugden, Robert, & John Baron, Bradford, Coal Merchants. Dec 1 at 11, at offices of Butler & Smith, East-parade, Leeds.

Butcliffe, Joshua, & Sidney Mitchell, Manningham, York, Stone Masons. Nov 24 at 4, at offices of Wood & Killick, Commercial Bank-bldgs, Fleece Hall-yard, Bradford.

Swan, Isaac John, Tyne-mouth, Northumberland, Shipowner. Nov 28 at 2, at offices of W. B. Eiston, Royal-arcade, Newcastle-upon-Tyne.

Townsend, Joseph Alfred, Fulham-rd, Tailor. Nov 24 at 3, at offices of E. F. Marshall, Hatton-garden.

Turner, Thos, Philip Sadale, & John Chessborough, Leeds, Wine Merchants. Nov 24 at 11, at offices of B. C. Pullan, Bank-chambers, Park-row, Leeds.

Underwood, Geo Craddock, Church-rd, Kingsland, Brush Manufacturer. Nov 29 at 2, at offices of Lewis & Lewis, Ely-pl, Holborn.

Varden, Edward, Norland-rd North, Notting-hill, Builder. Nov 29 at 3, at offices of Ford & Lloyd, Bloomsbury-sq.

Weeks, Samuel, Cathays, n Cardiff, Grocer. Nov 29 at 12, at offices of Barnard, Thomas, Clarke & Co, Crookhertstown, Cardiff.

Wilding, Jas, Poulton-le-Fylde, Lancaster, Innkeeper. Nov 28 at 3, at offices of J. Forshaw, Cannon-st, Preston.

Willison, John Butler, Beayon-rd, Islington, Law Clerk. Nov 24 at 4, at offices of G. W. Keighley, Ironmonger-lane.

Wilson, Hy, Newman's-st, Cornhill, Merchant. Nov 22 at 2, at offices of F. Bradley, Mark-lane.

Wood, Robert Haines, Sidmouth, Devon, Music Seller. Nov 28 at 3, at the Half-Moon Hotel, High-st, Exeter.

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